

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, AUGUST 1, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 112-21** Communication from Civil Service Commission re: Proposed Update to the Job Description of the Classification of Tax Assessor pursuant to Civil Service Rule IX, sec 3., referred to Miscellaneous Matters Committee.
- 113-21** Communication from Civil Service Commission re: Proposed Approval of a New Job Classification and Specifications of the Health Code Enforcement Inspector Position pursuant to Municipal Charter Chapter 17 Section 206(d)., referred to Miscellaneous Matters Committee.
- 114-21** Communication from Civil Service Commission re: Proposed Approval of a New Job Classification and Specifications of the Healthcare Administration Position pursuant to Municipal Charter Chapter 17 Section 206(d)., referred to Miscellaneous Matters Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, AUGUST 1, 2022

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 21, 2022

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 107-21** Communication from Public Facilities re: Proposed Resolution regarding the 2022 “Fourth” Round of City Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.
- 108-21** Communication from Central Grants re: Grant Submission: U.S. Department of Justice FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#23312), referred to Public Safety and Transportation Committee.
- 109-21** Communication from Labor Relations and Benefits Administration re: Proposed Prescription Drug Benefit Administration Agreement between the City of Bridgeport, the Bridgeport Board of Education and OptumRx, referred to Contracts Committee.
- 110-21** Communication from Labor Relations and Benefits Administration re: Proposed 2022 Renewal Addendum and Amendment to the Anthem Medicare Preferred (PPO) Group Agreement between the City of Bridgeport, the Board of Education and Anthem Insurance Companies, Inc., referred to Contracts Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 111-21** Communication from Central Grants re: Grant Submission: CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program (#23374, #23435 & #23439), **FOR IMMEDIATE CONSIDERATION.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *91-21** Public Safety and Transportation Committee Report re: Resolution regarding the 2022 “Third” Round of City Sidewalk Repair Pilot Program.
- *95-21** Economic and Community Development and Environment Committee Report re: Grant Submission: CT Department of Agriculture – Local Food Purchase Assistance Cooperative Agreement Program (#23431).
- *96-21** Economic and Community Development and Environment Committee Report re: Grant Submission: National Fish and Wildlife Foundation – Long Island Sound Futures Fund (#23614).
- *97-21** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#23270).
- *98-21** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#23533).
- *100-21** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection Urban Green & Community Garden Initiative Grant.
- *103-21** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of LaJeune Pollard v. City of Bridgeport, et al – Docket No. FBT-CV-18-6071490-S.
- *94-21** Education and Social Services Committee Report re: Grant Submission: CT Department of Education – Summer Enrichment Grant Program (#22681).

MATTERS TO BE ACTED UPON:

- 105-21** Joint Committee on Public Safety and Transportation and Contracts Report re: Agreement with BusPatrol America, LLC regarding a School Bus Stop Arm Enforcement Program.

UNFINISHED BUSINESS:

- 79-21** Ordinance Committee Report re: (Ref. #36-21) Amendment to the Municipal Code of Ordinances, Chapter 12.16 – Street and Sidewalk Use Regulations, amend Section 12.16.245 – Permit to Use City Streets and Sidewalks for the Shared Mobility Program.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 1, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME

SUBJECT

- | | |
|---|---|
| 1.) Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610 | Cowboy City – that’s not our style. |
| 2.) Ellie Angerame
497 Laurel Avenue
Bridgeport, CT 06605 | How Urban Agriculture is growing in
Bridgeport the summer and fall of 2022. |
| 3.) Alexandria Almeida
135 Clarence Street
Bridgeport, CT 06608 | Community Gardening in Bridgeport this
summer – updates, insights, events and
what’s getting harvested now! |

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, AUGUST 1, 2022
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT 06604**

CALL TO ORDER

Council President Nieves called the Public Speaking session of the City Council to order at 6:36 p.m.

ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

- 130th District: Scott Burns, *Matthew McCarthy*
- 131st District: Jorge Cruz, Tyler Mack
- 132nd District: *Marcus Brown*, Rolanda Smith
- 133rd District: *Aikeem Boyd*, Jeanette Herron,
- 134th District: Michelle Lyons, *AmyMarie Vizzo-Paniccia*
- 135th District: Mary McBride-Lee, Rosalina Roman-Christy
- 136th District: *Frederick Hodges*, *Alfredo Castillo*
- 137th District: Aidee Nieves, Maria Valle
- 138th District: Maria Pereira, Samia Suliman
- 139th District: Wanda Simmons, Ernest Newton

22 AUG - 8 PM 6:24
OFFICE OF THE CITY CLERK

A quorum was present. The names in italics did not appear to respond during the roll call. Council Members McCarthy and Brown had an excused absence. Council Member Vizzo-Paniccia was absent due to a death in the family.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 1, 2022 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
Helen Olga Losak 304 Bradley Street Bridgeport, CT 06610	Cowboy City – that’s not our style.

Ms. Losak came forward and greeted the Commissioners. She said that Bridgeport was becoming a Cowboy City due to the increase in gun violence. Duels were originally fought with swords and fought not to kill, but to gain satisfaction. It dates back to the 14th Century and there

were rules. Duels were ruled out in England in the 18th Century and later outlawed in the U.S. in the 1900's. The rules were changed because of public opinion and now there is the same problem in Bridgeport.

Ellie Angerame
497 Laurel Avenue
Bridgeport, CT 06605

How Urban Agriculture is growing in
Bridgeport the summer and fall of 2022.



August 1, 2022

Dear Members of the City Council,

Hello, my name is Ellie Angerame, I'm the Executive Director of Green Village Initiative. Beside me stands Julianna Solivan, a returning youth in her second year of GVI's Youth Leadership Program.

GVI is on a mission to grow food, knowledge, leadership and community through urban gardening and farming, to create a more just food system in Bridgeport.

We dream of a future for Bridgeport where all of us, in every district and zipcode, can access fresh, affordable, nutritious food that reflects the diversity of Bridgeport's community.

Tonight, we come before you to share news of what's "growing on" in our City and the very tangible impacts of you supporting our lease renewal in the Spring of this year.

This summer, our youth and farm teams, comprising 18 employees living and working in Bridgeport, are harvesting 30 varieties of fruits, herbs, and vegetables for our weekly Farmers Market where we double SNAP, WIC, and Senior dollars and help hundreds of our neighbors afford more vegetables with Bridgeport Bucks.

Each Saturday we host free walk-in hours to learn from urban farmers, as well as volunteer opportunities for all ages. This year alone we have hosted field trips for 150 Bridgeport school children, and hosted over 39 free farming workshops, events, and garden clean ups including: urban beekeeping, yoga, and composting classes.

Word of Bridgeport's urban farm is growing! We were chosen by CT's Department of Agriculture to host its annual Farm to Chef Week event in September highlighting local chefs, local vegetables, and local farmers - we hope you'll join us.

I will now invite Julianna Solivan to share her experience:

Hello City Council, my name is Julianna Solivan. I am 15 years old and go to Central High school. This summer is my second summer working at Reservoir Community Farm as a Youth Food Leader.

Some of the opportunities I have had as a food leader include workshops about Hydroponics, an herb walk with an herbalist, and an Identity Workshop last week led by Arnold, another youth! We also go on trips like to Yale's Farm and hiking to learn about native plants and connect to other farmers for inspiration.

To be honest I never thought I'd be speaking at a meeting to the City Council regarding GVI. This is the moment that GVI has been nurturing us for. GVI teaches us youth to have a voice in a world where we don't always have one.

It is a place where people feel safe and welcome in a city that sometimes isn't. GVI's farm is a place where youth and adults gain knowledge and start to believe in themselves due to acceptance and respect. I have learned so much during the time I have spent working for GVI.

I hope some of you can come to my graduation - invitations are in your sample bags with herbs and tomatoes I grew! Thank you!

Alexandria Almeida
135 Clarence Street
Bridgeport, CT 06608

Community Gardening in Bridgeport this summer – updates, insights, events and what's getting harvested now!



135 Clarence Street
Bridgeport, CT

Dear Members of the City Council,

My name is Alexandria Almeida. I joined Green Village Initiative in April as the Community Gardens Coordinator. I understand that representing these neighborhoods, you as council members acknowledge the importance of providing fresh, local, affordable, and nutritious food that reflects the diversity of this city. Thank you in particular to Councilman Cruz for attending a Ridge Ave Gardener Gathering on July 20th. It meant a lot to us to have an elected official coming out to share a meal, celebrate urban agriculture and our mission. What an incredible WHY to get behind and learn more about how to help.

City of Bridgeport
City Council
Regular Meeting
August 1, 2022

As a newcomer to this space, I'm grateful to speak with you on my experiences, albeit brief...

(pause)

It is said that farmers are the greatest peacemakers of today. I regularly witness peacemakers here in your neighborhoods up early and awake late tending to the land. Twelve community gardens that are led by leaders from all walks of life, ranging from an herbalist in their ~~20s~~ twenties, to a Boriqua matriarch who celebrated her 86th birthday this year!

Now, if you have spent time with hands in the soil, you understand how physically hard it can be. I have worked alongside these captains, their gardeners and community volunteers in rain and shine; tilling, lifting, planting, weeding, watering and problem solving. In the hotter than ever week of July 18, we held a volunteer day with close to 30 UB students at Hough Ave Garden AND hosted a gardener gathering at Ridge Ave Garden with 19 gardeners.

Why is this important? Because it shows how these gardens bring people together! Over 120 gardeners and their families have community garden plots this season. Many of these folks also share their bounty with neighbors, friends, and local organizations in need. They are providing healthy food, farm to table style, to the people you serve and represent.

One of our newest gardeners revealed to me that this has been life saving. The isolation brought on by Covid had been unbearable, mentally and spiritually, for her. Now, she has a quiet place within a ^{SOFTLY}noisy city, renewed purpose in feeding her family, and human connection! We have hosted 4 Summer gardener gatherings

where we come together over a meal sourced by local chefs and share our farming experiences.

These gardens have renewed my faith. Faith in our young people because they want to support Bridgeport and see community gardens as a way to serve. In four

months, we've hosted 10 events with volunteers from the Mayor's Youth Conservation Corps, Full Circle Youth Empowerment, Sacred Heart University, UB and Fairfield U, among others.

In closing, I look forward to recruiting more families to grow in community gardens, educating on sustainable growing practices, and finding ways where we all patiently, like plants, work together in support of community gardens as places for creating a more just food system in Bridgeport. Thank you.

Sincerely,

Alexandria Almeida
Community Gardens Coordinator

Eneida Martinez
Connecticut Avenue
Bridgeport, CT

Ms. Martinez said that she was before the Council about the behavior of Council Members. She said that when she was on the Council, she was chastised in the Connecticut Post and other information outlets for something she had done.

Ms. Martinez went on to speak about how Council Member Pereira had published a number of statements about Ms. Wanda Jetter and her involvement in the voting process.

Council Member Pereira interrupted Ms. Martinez's comments several times and was finally called out of order by Council President Nieves.

Mr. Terry Sullivan
1115 Main Street
Bridgeport, CT

Mr. Sullivan said that he was speaking about Seaside Park and what a great place it was to hang out and enjoy the City. He mentioned a skate park that had been removed and asked that the City consider building a skate park for the kids.

ADJOURNMENT

Council President Nieves closed the public session at 6:53 p.m.

Respectfully submitted,
Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
August 1, 2022

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, AUGUST 1, 2022**

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:15 p.m.

PRAYER

Council Member Newton came forward and led those present in prayer. He announced that Council Member Vizzo-Paniccia had lost her mother recently. He added that Former Registrar of Voters Nereyda Robles also passed away recently and requested a moment of silence in memory of them.

At the conclusion of the moment of silence, Council Member Newton announced that it was Council Member Lyons' birthday.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Burns to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The Assistant City Clerk Ms. Ortiz called the roll.

130th District: Scott Burns, *Matthew McCarthy*
131st District: Jorge Cruz, Tyler Mack
132nd District: Marcus *Brown*, Rolanda Smith
133rd District: Aikeem Boyd, Jeanette Herron
134th District: Michelle Lyons, *AmyMarie Vizzo-Paniccia*
135th District: Mary McBride-Lee, Rosalina Roman-Christy
136th District: Frederick Hodges, *Alfredo Castillo*
137th District: Aidee Nieves, Maria Valle
138th District: Maria Pereira, Samia Suliman
139th District: Wanda Simmons, Ernest Newton

A quorum was present. The names in italics did not appear to respond during the roll call. It was announced that Council Member Brown and McCarthy were absent due to conflicts in their schedules.

Mayor Ganim then announced he would be presenting a Certificate to the Connecticut Workers Center. He added that it was International Worker's Day.

Mayor Ganim then had the member of the Connecticut Workers Center come forward for the presentation.

MINUTES FOR APPROVAL:

• **June 21, 2022**

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE JUNE 22, 2022 MEETING.**

**** COUNCIL MEMBER HERRON SECONDED.**

The following correction was noted:

Page 10, regarding Agenda Item 86-21: please change the following from:

**** THE MOTION TO APPROVE AGENDA ITEM 86-21 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF GENERAL OBLIGATION BONDS – TO REFUND CERTAIN GENERAL OBLIGATION BONDS PASSED WITH THIRTEEN (13) IN FAVOR (BURNS, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, NIEVES, SIMMONS AND NEWTON) AND THREE (3) ABSTENTIONS (CASTILLO, SMALL AND PEREIRA).**

TO:

**** THE MOTION TO APPROVE AGENDA ITEM 86-21 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF GENERAL OBLIGATION BONDS – TO REFUND CERTAIN GENERAL OBLIGATION BONDS PASSED WITH THIRTEEN (13) IN FAVOR (BURNS, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, NIEVES, SIMMONS AND NEWTON) AND THREE (3) AGAINST (CASTILLO, SMALL AND PEREIRA).**

**** THE MOTION TO APPROVE THE MINUTES OF THE JUNE 21, 2022 AS CORRECTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

107-21 Communication from Public Facilities re: Proposed Resolution regarding the 2022 "Fourth" Round of City Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.

108-21 Communication from Central Grants re: Grant Submission: U.S. Department of Justice FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#23312), referred to Public Safety and Transportation Committee.

109-21 Communication from Labor Relations and Benefits Administration re: Proposed Prescription Drug Benefit Administration Agreement between the City of Bridgeport, the Bridgeport Board of Education and OptumRx, referred to Contracts Committee.

110-21 Communication from Labor Relations and Benefits Administration re: Proposed 2022 Renewal Addendum and Amendment to the Anthem Medicare Preferred (PPO) Group Agreement between the City of Bridgeport, the Board of Education and Anthem Insurance Companies, Inc., referred to Contracts Committee.

112-21 Communication from Civil Service Commission re: Proposed Update to the Job Description of the Classification of Tax Assessor pursuant to Civil Service Rule IX, sec 3., referred to Miscellaneous Matters Committee.

113-21 Communication from Civil Service Commission re: Proposed Approval of a New Job Classification and Specifications of the Health Code Enforcement Inspector Position pursuant to Municipal Charter Chapter 17 Section 206(d)., referred to Miscellaneous Matters Committee.

114-21 Communication from Civil Service Commission re: Proposed Approval of a New Job Classification and Specifications of the Healthcare Administration Position pursuant to Municipal Charter Chapter 17 Section 206(d)., referred to Miscellaneous Matters Committee.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS FOR REFERRAL:**

107-21 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED RESOLUTION REGARDING THE 2022 "FOURTH" ROUND OF CITY SIDEWALK REPAIR PILOT PROGRAM, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

108-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (#23312), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

109-21 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT BETWEEN THE CITY OF BRIDGEPORT, THE BRIDGEPORT BOARD OF EDUCATION AND OPTUMRX, REFERRED TO CONTRACTS COMMITTEE.

110-21 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED 2022 RENEWAL ADDENDUM AND AMENDMENT TO THE ANTHEM MEDICARE PREFERRED (PPO) GROUP AGREEMENT BETWEEN THE CITY OF BRIDGEPORT, THE BOARD OF EDUCATION AND ANTHEM INSURANCE COMPANIES, INC., REFERRED TO CONTRACTS COMMITTEE.

112-21 COMMUNICATION FROM CIVIL SERVICE COMMISSION RE: PROPOSED UPDATE TO THE JOB DESCRIPTION OF THE CLASSIFICATION OF TAX ASSESSOR PURSUANT TO CIVIL SERVICE RULE IX, SEC 3., REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

113-21 COMMUNICATION FROM CIVIL SERVICE COMMISSION RE: PROPOSED APPROVAL OF A NEW JOB CLASSIFICATION AND SPECIFICATIONS OF THE HEALTH CODE ENFORCEMENT INSPECTOR POSITION PURSUANT TO MUNICIPAL CHARTER CHAPTER 17 SECTION 206(D), REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

114-21 COMMUNICATION FROM CIVIL SERVICE COMMISSION RE: PROPOSED APPROVAL OF A NEW JOB CLASSIFICATION AND SPECIFICATIONS OF THE HEALTHCARE ADMINISTRATION POSITION PURSUANT TO MUNICIPAL CHARTER CHAPTER 17 SECTION 206(D), REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**** COUNCIL MEMBER SIMMONS SECONDED.**

Council Member Pereira said that she would be voting against these referrals because Agenda Items 112-21, 113-21 and 114-21 were added to the agenda after the deadline.

**** THE MOTION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

ITEMS FOR IMMEDIATE CONSIDERATION:

111-21 Communication from Central Grants re: Grant Submission: CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program (#23374, #23435 & #23439), FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER NEWTON MOVED TO ADD ITEM 111-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM (#23374, #23435 & #23439) TO THE AGENDA FOR IMMEDIATE CONSIDERATION DUE TO THE TIME CONSTRAINTS.**

**** COUNCIL MEMBER CRUZ SECONDED.**

It was noted that this would require a 2/3rd vote (11 votes) of those present.

Council Member Herron noted that it was not a guaranteed grant award.

Council Member Valle said that she was opposed to this item for immediate consideration.

Council Member Pereira said that they did not know anything about the project.

Council Member Cruz said that there were numerous projects for the City and it was not money from the taxpayers.

Council Member Newton pointed out that there were a thousand other applications that were applying. He said that Bridgeport does not have a strong tax base. It is the Council's job to bring money into the City.

Council Member Pereira said that there was a matching requirement and that they only received a paragraph and a half on the project. She said she was voting against the item because it requires over \$500,000 and they should not have to vote on this on the floor.

Council Member Valle said that she was not against the project but OPED did not explain the projects with the Committees. However, fixing up the theater is not a priority when the East Side Seniors have a building where there is no air conditioning. She said that the Congress Street Bridge was still not repaired after many years but there is money to fix a theater.

Council Member Simmons said that she was not voting against the projects but was uncomfortable with the process.

Council Member Burns said that he agreed with EN but felt that the matching fund requirement was not explained to the Committee.

Council Member Cruz said that Mr. Coleman and other OPED staff were present to answer questions.

Ms. DeJesus, the Central Grants Director, came forward and reviewed the details. She noted that if the application was not approved, it would not be accepted. She added that the Congress Street bridge has funding allocated for it and that was not the reason the project was delayed.

Council Member Pereira said that submitting the Grant applicant and asking for a decision on \$112 million was highly inappropriate. She asked if the State was aware of this issue. Ms. DeJesus said that the State was aware of this. Mayor Ganim said that it was not right to suggest it was illegal. He noted that he could call a Special Meeting for this issue but had been reluctant to do so.

Council Member Hodges asked if they had included a list of the projects with the submission of the grant application. Ms. DeJesus said that they had included the projects with the application.

Council Member Hodges said that the Council should have called a special meeting to discuss this and the Council should be deciding which projects were being funded.

Mr. Gill, the OPED Director, came forward and said that they had met with the State Representatives. He said that the focus was on having a substantial impact on a designated area and linking the various areas like the Hollow with the downtown. He noted that it was a five year program and that they may only receive a portion of the money or none at all.

Council Member Burns noted that the legislation needs to sign off on it with a letter of support.

Council Member Burns asked what portion they would have to match. Mr. Gill said that they did not know how much money they were getting so they don't know how much they would have to match.

Discussion followed.

Council Member Pereira said that the Council Members were elected to represent their constituents and that the OPED staff were not elected officials. One of three OPED staff member present does not even live in Bridgeport. She added that it was wrong for them to be meeting with the State Representatives without the Council Members' knowledge. Also, she said that she would not be able to tell her constituents that one dollar was going to her district from this grant.

Council Member Newton said that they work for the whole city and he votes for what is good for the City, not just his District.

Council President Nieves said that she agreed with Council Member Newton and felt that the Council should have more information but was not always time to provide it.

Council Member Cruz said that he was baffled over this. While he agreed with some of the points brought up by the other Council Members, he asked why the black and brown Council Members were tearing one another apart at the Council Meetings. He said that because of some technicality, the Council Members were going to slow down the application. This hurts everyone. He has supported other projects, like in Black Rock, which is thriving. Now it is time for Main Street to have improvements.

Council Member Hodges said that the grant will help with revitalizing Bridgeport, but his problem was that the Council was not being consulted on certain issues. If they need a Special Meeting, so be it.

**** THE MOTION TO ADD ITEM 111-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM (#23374, #23435 & #23439) TO THE AGENDA FOR IMMEDIATE CONSIDERATION DUE TO THE TIME CONSTRAINTS PASSED WITH TWELVE (12) IN FAVOR (CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, HODGES, NIEVES, SULIMAN, SIMMONS, AND NEWTON) AND FOUR (4) OPPOSED (BURNS, ROMAN-CHRISTY, VALLE, PEREIRA).**

Council Member Burns requested that the OPED staff and the Central Grants staff update the Council Members.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 11-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM (#23374, #23435 & #23439).**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO APPROVE ITEM 111-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – COMMUNITY INVESTMENT FUND 2030 GRANT PROGRAM (#23374, #23435 & #23439) TO THE AGENDA FOR IMMEDIATE CONSIDERATION DUE TO THE TIME CONSTRAINTS PASSED WITH ELEVEN (11) IN FAVOR (CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, HODGES, NIEVES, SULIMAN, AND NEWTON) AND FIVE (5) OPPOSED (BURNS, ROMAN-CHRISTY, VALLE, SIMMONS, PEREIRA).**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***91-21 Public Safety and Transportation Committee Report re: Resolution regarding the 2022 “Third” Round of City Sidewalk Repair Pilot Program.**

***95-21 Economic and Community Development and Environment Committee Report re: Grant Submission: CT Department of Agriculture – Local Food Purchase Assistance Cooperative Agreement Program (#23431).**

***96-21 Economic and Community Development and Environment Committee Report re: Grant Submission: National Fish and Wildlife Foundation – Long Island Sound Futures Fund (#23614).**

***97-21 Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#23270).**

***98-21 Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#23533).**

***100-21 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection Urban Green & Community Garden Initiative Grant.**

***103-21 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of LaJeune Pollard v. City of Bridgeport, et al – Docket No. FBT-CV-18-6071490-S.**

***94-21 Education and Social Services Committee Report re: Grant Submission: CT Department of Education – Summer Enrichment Grant Program (#22681).**

Mayor Ganim asked if any member of the Council would like to remove an item from the Consent Calendar. Hearing none, Assistant City Clerk Ortiz read the Consent Calendar items into the record.

****COUNCIL MEMBER NEWTON MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

***91-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2022 “THIRD” ROUND OF CITY SIDEWALK REPAIR PILOT PROGRAM.**

***95-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: CT DEPARTMENT OF AGRICULTURE – LOCAL FOOD PURCHASE ASSISTANCE COOPERATIVE AGREEMENT PROGRAM (#23431).**

***96-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: NATIONAL FISH AND WILDLIFE FOUNDATION – LONG ISLAND SOUND FUTURES FUND (#23614).**

***97-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – ELDERLY HISPANIC PROGRAM (#23270).**

***98-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – BRIDGEPORT SENIOR CENTER RECREATION ACTIVITIES (#23533).**

***100-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION URBAN GREEN & COMMUNITY GARDEN INITIATIVE GRANT.**

***103-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF LAJEUNE POLLARD V. CITY OF BRIDGEPORT, ET AL – DOCKET NO. FBT-CV-18-6071490-S.**

***94-21 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT SUBMISSION: CT DEPARTMENT OF EDUCATION – SUMMER ENRICHMENT GRANT PROGRAM (#22681).**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO APPROVE THE CONSENT CALENDAR AS PRESENTED PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

105-21 Joint Committee on Public Safety and Transportation and Contracts Report re: Agreement with BusPatrol America, LLC regarding a School Bus Stop Arm Enforcement Program.

**** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 105-21 JOINT COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION AND CONTRACTS**

REPORT RE: AGREEMENT WITH BUSPATROL AMERICA, LLC REGARDING A SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM.

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that the assertion that the City has the right to negotiate an exclusive contract with a service provider for the BOE was wrong. Doing so without the BOE's approval is wrong. This was so outrageous and so unlawful.

Council Member Pereira also claimed that it was wrong that the BOE would be receiving 20% while the City keeps 80%. The BOE has the contract with the bus company, not the City. Therefore, she will be voting against this item.

Council Member Herron said that there were conversations with the BOE about this. She noted that the City would be receiving a percentage of the fines after the company and police get their portions. This is about safety for the students. If the company can stop cars from passing stopped school buses that are discharging students, she is okay with it.

Council Member Lyons said that she had done some research on the program. It has been done in a number of other countries and districts. She said that it was important to think about the safety of the students. There is a lot of speeding that happens in Bridgeport. Other people ignore the flashing lights and stop sign.

Atty. Jankovsky came forward and said that there were some amendments to the contract. He explained that there would be 20% would be taken by the State first and then Police OT and court costs would deducted. He outlined the changes to the contract for the Council Member.

Council Member Hodges said that he was concerned about the Police Overtime. Atty. Jankovsky said that they did not expect any police overtime to be involved.

**** COUNCIL MEMBER HERRON MOVED TO AMEND THE CONTRACT AS PRESENTED.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO AMEND PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, VALLE, NIEVES, SULIMAN, SIMMONS, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**** THE MOTION TO APPROVE AGENDA ITEM 105-21 JOINT COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION AND CONTRACTS REPORT RE: AGREEMENT WITH BUSPATROL AMERICA, LLC REGARDING A SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM AS AMENDED PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, VALLE, NIEVES, SULIMAN, SIMMONS, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Valle left the meeting.

UNFINISHED BUSINESS:

79-21 Ordinance Committee Report re: (Ref. #36-21) Amendment to the Municipal Code of Ordinances, Chapter 12.16 – Street and Sidewalk Use Regulations, amend Section 12.16.245 – Permit to Use City Streets and Sidewalks for the Shared Mobility Program.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 79-21 ORDINANCE COMMITTEE REPORT RE: (REF. #36-21) AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 12.16 – STREET AND SIDEWALK USE REGULATIONS, AMEND SECTION 12.16.245 – PERMIT TO USE CITY STREETS AND SIDEWALKS FOR THE SHARED MOBILITY PROGRAM.**

**** COUNCIL PRESIDENT NIEVES SECONDED.**

Council Member Roman-Christy announced that there were amendments per the legal opinion.

**** COUNCIL MEMBER ROMAN-CHRISTY MOVED TO AMEND AGENDA ITEM 79-21 ORDINANCE COMMITTEE REPORT RE: (REF. #36-21) AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 12.16 – STREET AND SIDEWALK USE REGULATIONS, AMEND SECTION 12.16.245 – PERMIT TO USE CITY STREETS AND SIDEWALKS FOR THE SHARED MOBILITY PROGRAM TO ADD LANGUAGE PER LEGAL OPINION AFTER 12.16.245 SECTION B.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that the original version said that they would have to inform the Council of changes. This indicates that the Council will have to vote on the change. The Council will have to approve the amendments first before the main motion. She proceeded to review the various changes to the document.

**** THE MOTION TO AMEND AGENDA ITEM 79-21 ORDINANCE COMMITTEE REPORT RE: (REF. #36-21) AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 12.16 – STREET AND SIDEWALK USE REGULATIONS, AMEND SECTION 12.16.245 – PERMIT TO USE CITY STREETS AND SIDEWALKS FOR THE SHARED MOBILITY PROGRAM TO ADD LANGUAGE PER LEGAL OPINION AFTER 12.16.245 SECTION B As PRESENTED PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, VALLE, NIEVES, SULIMAN, SIMMONS, PEREIRA AND NEWTON) AND ONE (1) OPPOSED (LYONS).**

Council Member Pereira said that they were selling public safety for riding on the City sidewalks. Some Council Members expressed concerns about this. There were two major accidents with the scooters.

Council Member Lyons said that she had been voting no because of the conditions of sidewalks and streets. She said that she was hoping that they would have to fix the sidewalks. She will be voting against this.

Council Member Herron said that the regulations say that the riders have to be 18 years of age. She said that she was pleased to see that the scooters were being used. Denying people the access to mobility is wrong. Bike accidents happen and so do scooter accidents.

Council President Nieves said that the addendum was sent out on July 29th.

**** THE MOTION TO APPROVE AGENDA ITEM 79-21 ORDINANCE COMMITTEE REPORT RE: (REF. #36-21) AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 12.16 – STREET AND SIDEWALK USE REGULATIONS, AMEND SECTION 12.16.245 – PERMIT TO USE CITY STREETS AND SIDEWALKS FOR THE SHARED MOBILITY PROGRAM AS AMENDED PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, VALLE, NIEVES, SULIMAN, SIMMONS AND NEWTON) AND TWO (2) OPPOSED (LYONS AND PEREIRA).**

Council Member Newton requested a point of personal privilege. When recognized, he stated that there continued to be an issue with another Council Member who had refused to apologize to him regarding remarks she made. To date, she had refused to apologize.

Council Member Newton stated that his name was Ernest Newton II, not “felon”. He asked the Council Members to take this to the next level by removing her from the Committees until she is willing to apologize. There have been times when Council Member Newton stepped out of line and he has apologized.

He added that Mr. Chris Taylor was there to speak about trucks parking on the street and there was no reason to call Mr. Taylor an ex-felon.

When Council Member Pereira calls Council Member Newton a felon, she is also talking about thousands of other Bridgeport residents who have jobs and pay taxes. He said that he would not be disrespected by Council Member Pereira.

Council Member Pereira objected.

Council Member Newton said that he would like to have the Council President to take action on his request to change Committee assignments. He noted that the Council President has the authority to change the Council Committees as she so chooses.

Council Member Pereira corrected Council Member Newton on his mispronunciation of the word "censured".

Council Member Pereira said that she had never said Council Member Newton's name. However, Council Member Newton repeated violated Rule 26 by using her name. She stated that she uses the phrase "my colleague from the 139th District" which is according to the rules.

Regarding Mr. Taylor, she never said that his criminal record and did not make a reference to Council Member Newton. She said that people cannot be treated disparagingly than others. The rules were violated against her because she has so much evidence of Council Members making disparaging comments in emails.

She stated that during the meeting, there was nothing in the minutes to substantiate the claim that she had called anyone anything and this was all made up. She has been repeatedly accused of breaking the rules.

Council Member Hodges asked about the appropriateness of Council Member Pereira's comments since she had been censored. Mayor Ganim said that it was within the Council President's authority to reassign Committee members. Regarding the censuring, he consulted with Atty. Anastasi.

Atty. Anastasi said that his legal opinion stated that the censure barred Council Member Pereira was barred from discussion, but not from making motions or voting. Mayor Ganim asked if he was wrong in allowing Council Member Pereira to speak. Atty. Anastasi said that this was correct.

Atty. Anastasi said that in his first legal opinion for the Council, he failed to clarify "debate" which was an undefinable term from inquiry or asking questions. He gave a more narrow definition and Mayor Ganim allowed Council Member Pereira to ask questions.

He noted that changing the Council Committees was not included on the agenda, so it will need to be added to the agenda. Secondly, Council Member Pereira should be allowed to speak in her own defense. Discussion followed about the procedure.

Council President Nieves explained that the use of a Council Member's name is not forbidden but using derogator terms is. She requested Council Member Pereira apologize.

Council Member Pereira said that she wanted a roll call vote. She never used the Council Member's name. She said that Rule 26 says "City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities." She repeated that she had never said anyone's name and this was totally fabricated. She stated that she objected to her name coming out of any felon's mouth. That is her right and personal dignity.

Council Member Pereira said that the Council Members will have their chance to present their proof in a court of law. The comment was nowhere in the minutes. She reiterated Rule 26 and it is her right to enforce the rules. She has emails from official City Council Members accounts

making false claims. Nothing was done by the Chair. She stated that she had filed police reports about Council Members.

Mayor Ganim said that he had no idea of what Council Member Pereira was speaking about.

Council Member Newton said that there had been derogatory comments made by Council Member Pereira. He said that it was amazing that she did not call Mr. Taylor to the right of her a felon and Ernie Newton to the left of her a felon. He said that both he and Mr. Taylor heard those comments. Council Member Newton said that he was asking the Council President to remove her from the Committees. Council Member Pereira presenting herself as Mother Theresa is wrong.

**** COUNCIL PRESIDENT NIEVES MOVED TO ADD AN ITEM REGARDING THE COMMITTEE RE-ASSIGNMENTS TO THE AGENDA.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO ADD AN ITEM REGARDING THE COMMITTEE RE-ASSIGNMENTS TO THE AGENDA PASSED WITH TWELVE (12) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, SULIMAN, AND NEWTON) AND THREE (3) OPPOSED (LYONS, SIMMONS AND PEREIRA).**

**** COUNCIL PRESIDENT NIEVES MOVED TO CHANGE THE FOLLOWING COMMITTEE ASSIGNMENTS:**

CONTRACTS:

**REMOVE COUNCIL MEMBER PEREIRA
ADD COUNCIL MEMBER SMITH**

EDUCATION AND SOCIAL SERVICES:

**REMOVE COUNCIL MEMBER PEREIRA
ADD COUNCIL MEMBER BROWN**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO ACCEPT THE COMMITTEE RE-ASSIGNMENTS AS PRESENTED PASSED WITH TWELVE (12) IN FAVOR (BURNS, CRUZ, MACK, SMITH, BOYD, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, HODGES, NIEVES, SULIMAN, AND NEWTON) AND THREE (3) OPPOSED (LYONS, SIMMONS AND PEREIRA).**

ADJOURNMENT

**** COUNCIL MEMBER CRUZ MOVED TO ADJOURN
** COUNCIL MEMBER NEWTON SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:00 p.m.

Respectfully submitted,

Telesco Secretarial Services



City of Bridgeport
DEPARTMENT OF PUBLIC FACILITIES

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604
TELEPHONE 203-576-7130

JOSEPH P. GANIM
Mayor

CRAIG NADRIZNY
Acting Director Of Public Facilities

COMM. #107-21 Ref'd to Public Safety & Transportation Committee
on 8/1/2022

July 27, 2022

TO: Frances Ortiz
City Clerk's Office

FOR: City of Bridgeport City Council

Please forward the attached Resolution and Exhibit A to the members of the City Council for their review and referral to the Public Safety & Transportation Committee, per the "Resolution Regarding Sidewalk Repair Pilot Program".

Thank you,

Craig Nadrizny, Deputy Director

CN:bl

cc: Bonnie Lambert, Public Facilities
Michael Jankovsky, Office of the City Attorney

22 JUL 27 2:12
3000
1000

RESOLUTION

WHEREAS, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

2022 Fourth Round of City Sidewalk Repair Program list of repairs.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby RESOLVED BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A and it is further RESOLVED that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.

EXHIBIT A

SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - July 27, 2022

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
425	Beechwood Avenue	06604	Guillermo V. and	Enith Ruiz	\$1,906.50	\$1,906.50	\$3,813.00
30	Blackman Place	06604	Wapple	Baker	\$3,335.00	\$3,335.00	\$6,670.00
780	Cleveland Avenue	06604	Fannie	Hamilton	\$3,151.50	\$3,151.50	\$6,303.00
175	Easton Street	06604	Adrien and Vickie	Merveille	\$3,318.50	\$3,318.50	\$6,637.00
191	Ellsworth Street	06605	Douglas Laveitst &	Mionnay McKee	\$2,702.50	\$2,702.50	\$5,405.00
350	Ezra Street	06606	Carlos A.	Yanez	\$2,569.50	\$2,569.50	\$5,139.00
810	Grand Street	06604	Kenneth A. Parra &	Jassiel D. Medina	\$10,929.00	\$10,929.00	\$21,858.00
99	Grant Street	06610	Stuart	Angus	\$13,375.50	\$13,375.50	\$26,751.00
509	Laurel Avenue	06605	Donald and Margie	Darling	\$4,104.50	\$4,104.50	\$8,209.00
96	Laurel Place	06604	Thierry & Jedidah L.	Thesatus	\$3,555.00	\$3,555.00	\$7,110.00
58	North Bishop Avenue	06610	Victor R.	Mercado	\$3,506.00	\$3,506.00	\$7,012.00
43	Park Terrace	06604	Paul & Christoph	Yasutake	\$2,801.50	\$2,801.50	\$5,603.00
485	Savoy Street	06606	Gina D.	Phillips	\$3,844.00	\$3,844.00	\$7,688.00
263	Wells Street	06606	Paulette Dixon and	Shorrol Pitt	\$3,188.00	\$3,188.00	\$6,376.00
685	William Street	06608	Minnett Y.	Buchanan	\$4,289.00	\$4,289.00	\$8,578.00



City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

JOSEPH P. GANIM

Mayor

COMM. #108-21 Ref'd to Public Safety & Transportation Committee
on 8/1/2022

July 27, 2022

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RE: Resolution – U.S. Department of Justice FY 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#23312)

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Justice FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-332-5665 or melissa.oliveira@bridgeportct.gov.

Thank you.

Melissa Oliveira
Central Grants Office

2
9-11-21
11:31
34



GRANT SUMMARY

PROJECT TITLE: U.S. Department of Justice FY 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#23312)

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Melissa Oliveira

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Police Department is eligible to seek funding from the JAG grant program for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, by means which include the purchase of equipment, training, and information systems. JAG funding is a statutory formula allocation based on violent crime data and population.

Funding will be utilized to purchase cameras, ballistic shields, stop the bleed kits, and stop stick kits. The cameras will be placed at strategic locations throughout the City of Bridgeport identified as high crime and main thruway areas that do not have existing surveillance cameras. The ballistic shields will be provided to officers responding to active shooter situations allowing them to protect themselves as well as those around them. Additionally, the stop the bleed kits will be provided to officers enabling them to provide lifesaving support to injured individuals and prevent further loss of blood until they can be safely transferred for medical attention. The purchase of the stop stick kits will be provided to the Patrol Division for officers to deflate tires quickly safely and effectively during a pursuit.

CONTRACT PERIOD: 10/1/2021-9/30/2025

FUNDING SOURCES (include matching funds):	
Federal:	\$ 148,212
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Equipment:	\$ 148,212
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Equipment:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

**Regarding the
U.S. Department of Justice
FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
(#23312)**

WHEREAS, the **U.S. Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **FY 2022 Edward Byrne Memorial Justice Assistance (JAG) Grant**; and

WHEREAS, the JAG funding is a statutory formula allocation based on crime and population for the purpose of improving the functioning of the criminal justice system, with emphasis on violent crime and serious offenders, which may include the purchase of equipment, training, and information systems;

WHEREAS, funds under this grant will be used to support and improve law enforcement response; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Justice** to acquire much needed equipment that will support the department's operations.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **U.S. Department of Justice** for the purpose of its **FY 2022 Edward Byrne Memorial Justice Assistance (JAG) Grant**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Justice** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport
Labor Relations and Benefits Administration

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7224

Joseph P. Ganim
Mayor

Andre Forde
Director

COMM. 109-21 Ref'd to Contracts Committee on 08/01/2022
July 27, 2022

Monquencelo T. Miles
Benefits Manager

Honorable Lydia Martinez
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and thirteen (13) copies of the ***Prescription Drug Benefit Administrative Agreement*** between the City and OptumRx.

The term of the Agreement is January 1, 2022 through December 31, 2024.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting on August 1, 2022.

Sincerely,

Monquencelo T. Miles
Benefits Manager

2022 JUL 27 10:20 AM
CITY OF BRIDGEPORT

PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT

This Prescription Drug Benefit Administration Agreement ("**Agreement**"), effective January 1, 2022 ("**Effective Date**"), is between City of Bridgeport and the Bridgeport Board of Education ("**Client**"), and OptumRx, Inc., a California corporation ("**OptumRx**").

1. PRESCRIPTION DRUG BENEFIT SERVICES

1.1 **Engagement.** Client engages OptumRx as its exclusive provider of the prescription drug benefit services ("**Services**") set forth in this Agreement and the Client Request for Proposal (RFP), dated August 6, 2021 any attachments and amendments thereto, all as may be modified and/or amended by OptumRx's response (hereinafter "RFP"). This Agreement specifically incorporates by reference the RFP and OptumRx's proposal. To the extent any provisions in OptumRx's proposal conflict, the terms of the proposal submitted later in time will prevail, including, but not limited to, OptumRx's Best and Final Offers ("BAFO") dated September 22, 2021 and September 28, 2021. To the extent any provisions of this Agreement conflict with the RFP, the terms of this Agreement control.

2. TERM AND TERMINATION

2.1 **Term.** The initial term of this Agreement begins on the Effective Date and expires on December 31, 2024 ("**Initial Term**"). Thereafter, this Agreement renews for successive twelve (12) month renewal periods on each applicable anniversary date at the Client's sole and absolute discretion (each a "**Renewal Term**"), unless either party provides the other party with written notice of non-renewal at least ninety (90) days before the end of the Initial Term or a Renewal Term, as applicable. All approved Renewal Terms and the Initial Term shall collectively be referred to herein as the "**Term**".

2.2 **Termination.** This Agreement may be terminated as set forth in this section or as specified elsewhere in this Agreement.

2.2.1 **For Cause.** Either party may terminate this Agreement following a material breach by the other party that the defaulting party fails to cure. The non-breaching party shall notify the breaching party of the breach and the breaching party shall have thirty (30) days (the "**Cure Period**") to cure the breach. If the breaching party fails to cure the breach within the Cure Period, then the non-breaching party may terminate the Agreement upon written notice to the breaching party.

2.2.2 **For Convenience.** After the first year of the Initial Term, the Client may terminate this Agreement without cause by providing at least ninety (90) days' prior written notice to the other party.

2.3 **Effect of Termination.** Termination of this Agreement will not affect the rights and obligations of the parties arising out of any transactions occurring before the effective date of the termination, except as follows: (a) if Client improperly terminates this Agreement or if OptumRx terminates this Agreement for default by Client prior to the end of the Initial Term or any Renewal Term, then OptumRx will retain all pending or future Rebates payable under this Agreement; or (c) as otherwise specified in **Exhibit C** (Compensation).

2.4 **Transition Assistance Following Termination.** Upon notice of termination of this Agreement, OptumRx will provide Client or its designee with up to twelve (12) transmissions, in the aggregate, of the following files in OptumRx's standard format: (a) existing Home Delivery Pharmacy or Specialty Pharmacy open refill transfer files for Members, based upon Client's most current eligibility files; (b) Client's Claims history file; (c) Client's prior authorization files; and (d) Client's accumulator files. OptumRx shall be responsible to process those Claims that

are for Prescription Drugs dispensed before the termination date and received by OptumRx from Network Pharmacies no later than thirty (30) days after the termination date and Claims from Members no later than sixty (60) days after the termination date.

3. COMPENSATION AND BILLING

3.1 Compensation. The parties agree to the rates, fees, reimbursements and guarantees set forth on **Exhibit C** (Compensation) for the Services. In addition to the Compensation, Client will pay OptumRx any additional compensation that is authorized elsewhere in this Agreement.

3.2 Payment Terms. OptumRx will invoice Client for Prescription Claims (with supporting detail) and for administrative fees at semi-monthly billing cycles that run from the 1st through the 15th and from the 16th through the end of the month. Client will pay OptumRx all undisputed invoiced amounts, via electronic fund transfer or other reliable means, no later than two (2) business days after Client receives the invoice and supporting Claims detail file ("**Payment Due Date**").

3.3 Invoice Dispute. Client may dispute any amounts on invoices that Client believes to be in error no later than sixty (60) days after the date of the disputed invoice. If Client fails to dispute an invoice within such time period, Client will be deemed to have accepted such charges. This section will not preclude Client's right to audit described in section 4.2 (Client Audits).

3.4 Payment Default.

3.4.1 Late Payments and Late Fees. Any undisputed amounts Client owes under this Agreement that are not paid by the Payment Due Date will bear interest from the Payment Due Date until paid in full at the annual rate of interest equal to six (6.0) percent.

3.4.2 Payment Default Remedies. If Client fails to pay any amount due on a valid invoice for which no objection is filed in good faith in accordance with section 3.3 (Invoice Dispute) within two (2) business days after the applicable Payment Due Date and fails to make such payment within three (3) business days after OptumRx's notice to Client of such non-payment (which notice may occur via email to the Benefits Director), then OptumRx, in its sole discretion, shall have the non-exclusive and cumulative options in addition to its remedies under this Agreement, at law or in equity, to: (i) suspend performance of any or all of OptumRx's obligations under or in connection with this Agreement, including processing of Prescription Claims, (ii) require Client to pre-fund a pharmacy spend account in the amount of two (2) times the average monthly prescription drug spend of Client, (ii) utilize available deposited or escrowed funds, or (iii) terminate this Agreement upon notice to Client.

3.5 Right of Recoupment. OptumRx may withhold, deduct, net or recoup from future amounts owed or reimbursable to Client under this Agreement any undisputed amounts Client owes to OptumRx that are outstanding beyond their applicable Payment Due Date.

3.6 Payment from Members. Except as permitted by Laws, OptumRx will not seek payment from a Member for Covered Prescription Services or amounts due to OptumRx from Client, other than Cost-Sharing Amounts, returned check fees or collection costs. OptumRx will contractually require each Network Pharmacy to comply with the requirements of this section. If Client requests, and OptumRx agrees to, an increased "ceiling" of the maximum allowable Cost-Sharing Amount that a Member is allowed to have outstanding before a Prescription Drug is dispensed at OptumRx's Home Delivery or Specialty Pharmacies, then Client is responsible for Cost-Sharing Amounts that are not paid by Members.

3.7 Market Check. Client may conduct one (1) market check during the Initial Term to confirm its financial terms are competitive with those currently available in the market for a substantially

similar client. Such analysis will be: (1) initiated in the second or third quarter after the first anniversary of the Effective Date of this Agreement; (2) Conducted by a mutually agreed upon third party; and (3) must include no less than four (4) substantially similar clients with active contracts, including at a minimum the following, which must be included in the market check report: (a) within 10% of total membership count; (b) same client type (direct/coalition/collective/TPA); (c) same line of Business (Commercial, Medicare, Medicaid, etc.); (d) same categories of delivery types of Services (i.e. Retail, Home Delivery, and Specialty); (e) comparison of pricing for same Contract Year; (f) pricing quoted within past six (6) month period; (g) +/- five (5) years of Employer's average Member age; and (h) majority of membership in comparable geographic region. The market check will compare the aggregate value of pricing terms including the combined net value of ingredient cost discounts and dispensing fees from retail pharmacies, Home Delivery Pharmacies; and Specialty Pharmacies; Rebates (including manufacturer derived administrative fees); and administrative fees. If the market check report validates an annualized savings of greater than one percent (1%) between the median of the financial terms for such substantially similar clients and Client's financial terms for time period that is the subject of the market check, the parties will negotiate in good faith to revise the financial terms. OptumRx will respond to Client within thirty (30) days of receipt of the complete market check report containing sufficient information for OptumRx to validate that the analysis was conducted in accordance with the above criteria. Any revisions to financial terms resulting from the parties' negotiations are effective the first day of the following contract year, subject to the parties having executed an amendment to this Agreement at least sixty (60) days prior to the effective date.

4. MAINTENANCE OF RECORDS; AUDITS

4.1 **Records.** Each party will retain records directly related to the performance of the Services for a period of ten (10) years following the date of their creation or for a longer time period, if required by Laws.

4.2. **Client Audits.**

4.2.1. Client, at its own expense (to which Client may utilize its Pharmacy Management Allowance), may audit OptumRx once each contract year to determine whether OptumRx is fulfilling the terms of this Agreement. Client must notify OptumRx in writing of its intent to audit and such notice constitutes authorization for OptumRx to disclose Client-specific information, including Member information and PHI, to the auditor. The place, time, type, scope, and duration of all audits must be mutually agreed upon by the parties and the Client's requests shall not be unreasonably rejected, withheld or delayed. No audits will be initiated or conducted during December or January because of the demands of the annual renewal and implementation period. The audit scope will cover a period not to exceed twelve (12) months, unless the audit relates to a financial guarantee for a period exceeding twelve (12) months, in which case the audit scope will be limited to the term of the financial guarantee. Requests for an audit must be submitted within six (6) months of the end of the period to be audited. Audits may be conducted for up to twenty-four (24) months immediately after termination of this Agreement, upon providing OptumRx with ninety (90) days' notice after the termination effective date. Once Client has performed an audit for a particular audit period (whether limited or full scope), that audit period will be closed, and Client may not perform any further audits for that audit period. Client may audit OptumRx through a mutually agreed upon audit firm, so long as the auditor executes a nondisclosure agreement with OptumRx and Client does not compensate the audit firm, in whole or in part, on a basis that is contingent upon the results of the review of OptumRx's records or the contents of the audit report.

4.2.2. OptumRx will provide Client's auditor with access to all relevant Client-specific

information reasonably necessary to conduct the audit, including all applicable Prescription Claims, and, in the case of a Rebate audit, access to OptumRx's top five (5) rebate agreements or rebate agreements that account for at least 75% of the Client's total rebate revenue generated per year, whichever is less. Any audit of Rebate agreements must be conducted on-site by a third party auditor and Client's auditor may not copy (through handwritten notes or otherwise) or retain contracts or related documents provided by OptumRx during such audit. Client's auditor may take and retain notes to the extent necessary to document any identified errors, and such notes are subject to review by OptumRx to ensure compliance with this section unless it executes a non-disclosure agreement acceptable to OptumRx.

- 4.2.3. Client or its auditor may send OptumRx up to three hundred (300) suspected erroneous Prescription Claims for OptumRx to perform additional research prior to providing OptumRx with its audit report. Client or its auditor shall provide an audit report in writing to OptumRx within forty-five (45) calendar days after the end of the audit. Such audit report will contain a representative sample of Prescription Claims suspected to be erroneous or the entire suspected error population, as well as the dollar amount associated with any suspected errors. If Client or its auditor provides OptumRx with the entire suspected error population then OptumRx will review a statistically valid sample of the Prescription Claims and provide Client or its auditor with its response within thirty (30) calendar days of OptumRx's receipt of the audit report. Client or its auditor shall have thirty (30) calendar days to respond to OptumRx's response. If Client or its auditor fails to provide an initial audit report to OptumRx within forty five (45) calendar days of the end of the audit or fails to respond to OptumRx's response to the audit report within thirty (30) calendar days, then the audit will be considered closed. Any payment made, whether by OptumRx or Client, based upon audit findings will be made within thirty (30) days following Client and OptumRx agreeing to the audit results, as reflected in an executed audit settlement agreement.
- 4.2.4. The Client reserves the right to audit 100% of claims for annual audits.
- 4.2.5. OptumRx will be responsible for its own cost of complying with any audit.

5. DATA PROTECTION AND OWNERSHIP

5.1 Data Ownership. Client owns and will continue to own Client Information and OptumRx owns and will continue to own OptumRx Information, despite data use or possession by the other party or its subcontractor or vendor. Despite any contrary provisions in this Agreement, during the Term and for a reasonable period after termination of this Agreement, Client grants OptumRx the right to use and disclose to third parties Member drug and related medical data to perform OptumRx's responsibilities under this Agreement and to use in OptumRx's research, cost analyses, and cost comparison studies. All research, cost analyses, cost comparisons and other similar studies or reports OptumRx conducts or prepares, either directly or through any of its affiliates, will be OptumRx's sole and exclusive property. OptumRx may aggregate this information with that of other clients and de-identify it to protect Client and Member identity, PHI and confidentiality and more generally for use in research and other permitted uses. Intellectual Property shall be the sole property of the party developing such Intellectual Property.

5.2 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the prior written permission of the other, except for use to the extent necessary for OptumRx to carry out its obligations to render Services under this Agreement.

5.3 Confidentiality

5.3.1 Definitions.

5.3.1.1. "**Confidential Information**" means: (a) the terms of this Agreement and all Client Information and OptumRx Information; (b) all non-public information of Discloser which Recipient knows or should reasonably be expected to know is confidential or proprietary to Discloser; (c) any information that Discloser designates as confidential or proprietary so long as the same is the type of information that constitutes confidential or proprietary information; and (d) any non-public business plans, marketing plans and strategies, financial and operational plans, business methods and practices, customer or prospect information, supplier or vendor information, financial information, personnel information as well as software, technology, inventions (whether or not patentable) that Discloser owns, licenses or uses. Confidential Information will not include information that: (i) is already known to Recipient prior to the date of this Agreement; (ii) is generally available to the public, other than as a result of a breach of this Agreement; (iii) becomes available to Recipient from a third party source legally permitted to disclose the information to Recipient without restriction on the disclosure; or (iv) is independently developed by Recipient without reference to, or use of, any of the Discloser's Confidential Information;

5.3.1.2. "**Discloser**" means each party that provides Confidential Information pursuant to this Agreement.

5.3.1.3. "**Recipient**" means each party that receives Confidential Information pursuant to this Agreement.

5.3.1.4. "**Representatives**" means directors, officers, employees, agents, contractors, or advisors of the Recipient.

5.3.2 Confidentiality Obligations. Recipient will: (i) hold Confidential Information in confidence and protect it as confidential and proprietary utilizing no less than the degree of care Recipient uses to protect its own similar confidential information; (ii) disclose Confidential Information only to Representatives of Recipient with a legitimate need to know the Confidential Information for the purposes of performing Recipient's obligations or exercising its rights pursuant to this Agreement, and who are made aware of this Agreement and bound by appropriate confidentiality obligations; (iii) use Discloser's Confidential Information only as specifically permitted by this Agreement or as otherwise necessary to perform Recipient's obligations or to exercise its rights pursuant to this Agreement, which, in the case of OptumRx as the Recipient, may include disclosures to comply with Rebate reporting or other data collection, maintenance, security or submission requirements; and (iv) not reverse engineer, disassemble, decompile or create derivative works using Discloser's Confidential Information. Each party is and will remain solely and completely liable and responsible pursuant to the indemnification provisions contained in this agreement for any breach of this Agreement by its Representatives and will promptly notify the other party if such party becomes aware of any breach and will use reasonable efforts to minimize the damage from the breach. Each party to this Agreement may act at times as a Discloser or as a Recipient, and the terms of this section shall apply accordingly.

5.3.3 Exceptions to Confidentiality Obligations. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required or compelled by Laws or a Governmental Authority with competent jurisdiction, on the conditions that Recipient will: (i) give prompt notice to Discloser after learning of the need to disclose (if allowed by Laws); (ii) disclose only that portion of Discloser's Confidential Information that

Recipient's legal counsel advises is legally necessary to comply with the Laws or Governmental Authority order; and (iii) reasonably cooperate with Discloser if it objects to the disclosure

5.4 Return of Confidential Information. Upon Discloser's request, Recipient will use commercially reasonable efforts to promptly return or destroy Discloser's Confidential Information within Recipient's possession or control. If Recipient determines that return or destruction of Confidential Information is not feasible, Recipient will notify Discloser and may retain the Confidential Information, on condition that the Confidential Information remains subject to the terms of this section. Recipient may retain a copy of Discloser's Confidential Information for archival purposes or as otherwise required by Laws.

5.5 Protected Health Information. The parties will comply with the Business Associate Agreement in **Exhibit D**, which outlines the parties' obligations for use and disclosure of PHI. If there is any conflict between the terms of this Agreement and those in the Business Associate Agreement, the Business Associate Agreement will govern.

5.6 Equitable Relief. The parties acknowledge that it would be difficult to measure damages resulting from any breach of their respective obligations in this section, injury from this breach would be impossible to calculate and money damages would be an inadequate remedy. Consequently, in addition to any other rights or remedies available under this Agreement, the parties may seek injunctive and other equitable relief, without bond or other security, for a party's actual or threatened breach of this section regarding the collection, use and disclosure of Confidential Information. The obligations, rights and remedies of the parties under this section are cumulative and in addition to, and not in lieu of, all obligations, rights or remedies at law or in equity.

6. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE

6.1 Indemnification. Each party ("**Indemnitor**") will defend, indemnify and hold harmless the other party, its affiliates and their respective directors, officers, employees, representatives, agents, successors, successors-in-interest and assigns ("**Indemnitee**") from and against all third party claims, legal or equitable causes of action, suits, litigation, or other process for settling disputes or disagreements, including any of the foregoing processes or procedures in which injunctive or equitable relief is sought (an "**Indemnification Claim**") against Indemnitee to the extent arising or resulting from, or attributable to, Indemnitor's material breach of this Agreement or its negligence or intentional misconduct (including fraud), except to the extent the liability results from Indemnitee's negligence, intentional misconduct or breach of this Agreement. Indemnitee will provide prompt notice to Indemnitor upon learning of any occurrence or event that may reasonably be expected to result in an obligation of Indemnitor under this section. Indemnitee's failure to provide prompt notice will not relieve Indemnitor of its obligations under this section, except to the extent that the omission results in a failure of actual notice to Indemnitor and Indemnitor suffers damages because of the failure to notify. Indemnitee will provide Indemnitor with reasonable information and assistance for Indemnitor to defend such Indemnification Claim, demand, or cause of action.

6.2 Limitation of Liability and Claims. The parties' liability to each other under this Agreement will not exceed the direct damages caused by breach of this Agreement. The parties will have no liability under this Agreement for any consequential, special, indirect, incidental or punitive damages or lost profits, even if they are aware of the possibility of the loss or damages. In no event may Client make any claim relating to the Services or otherwise under this Agreement later than one (1) year after Client becomes aware (or ought reasonably to have become aware) of the facts giving rise to the alleged claim and in any event, no later than two (2) years after the completion of the particular Services. OptumRx will not be responsible for any claims, losses, or damages sustained as a result of the actions, or failure(s) to act, by any Network

Pharmacy, Drug Manufacturer or other pharmaceutical providers or other third party not under control of OptumRx pursuant to this Agreement.

6.3 Insurance Requirements. Each party will maintain: (a) during and for a reasonable period of time after the Term, reasonable and customary insurance (whether through third party carriers or self-insured arrangements or retentions), as to type, policy limits and other coverage terms, to cover the risks of loss faced by companies similar to the party in size, industry and business operations; and (b) all insurance coverage, bonds, security and financial assurances as Laws may require from time-to-time. OptumRx will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by Laws.

7. MISCELLANEOUS

7.1 Subcontractors. OptumRx may use its affiliates, vendors or subcontractors to perform the Services. OptumRx will be responsible for the Services to the same extent that OptumRx would have been had it performed those services without the use of an affiliate, vendor or subcontractor.

7.2 Notices. All notices and other communications required or permitted under this Agreement will be in writing and sent to the addresses set forth below (or at other addresses as specified by a notice). All notices will be deemed to have been received either: (a) when delivered, if delivered by hand or commercial courier, sent by United States registered or certified mail (return receipt requested); or (b) on the next business day, if sent by a nationally recognized commercial overnight courier.

If to OptumRx:

OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173-6801
Attn: Vice President, Client Management

Copy to:

OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173-6801
Attn: General Counsel

If to Client:

City of Bridgeport and the Bridgeport Board
of Education
45 Lyon Terrace
Bridgeport, CT 06604
Attn: Benefits Manager

Copy to:

City Attorney
Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

7.3 Amendment. Except as may otherwise be specified in this Agreement, this Agreement may be amended only by a dated written instrument executed by a duly authorized person of each party.

7.4 Waiver; Severability. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed

as a waiver of any subsequent breach of such provision

- 7.5 Assignment.** A party may not assign or transfer this Agreement without the prior written consent of the other party, except that OptumRx may assign this Agreement to any affiliate upon thirty (30) day notice to Client, which assignment may be rejected by the Client in the exercise of its prudent business judgment, reasonably exercised. This Agreement will bind the parties and their respective successors and assigns and will inure to the benefit of the parties and their respective permitted successors and assigns.
- 7.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Connecticut, without giving effect to conflicts of law principles.
- 7.7 Force Majeure.** If any party is unable to perform any of its obligations under this Agreement because of any cause beyond the reasonable control of and not the fault of the party invoking this section, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection or material unavailability, and if the non-performing party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, this party will give prompt notice to the other party, its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences; provided however, that this clause may not be invoked to excuse a party's payment obligations hereunder. OptumRx shall not be deemed to have failed to meet a performance standard to the extent and proportion that such failure is due to circumstances caused by Client, CMS or other third party and/or is otherwise not within OptumRx's reasonable control. OptumRx will maintain commercially reasonable business continuity and disaster recovery plans.
- 7.8 Relationship of the Parties; No Third-Party Beneficiaries.** The sole relationship between the parties is that OptumRx is an independent contractor. This Agreement will not create a joint venture, partnership, agency, employment or other relationship between the parties. Except for the indemnification and dispute resolution obligations in this Agreement, nothing in this Agreement will be construed to create any rights or obligations except among the parties and no person or entity will be regarded as a third-party beneficiary of this Agreement.
- 7.9 Survival.** Any term of this Agreement that contemplates performance after termination of this Agreement will survive expiration or termination and continue until fully satisfied, including section 5 (Data Protection and Ownership), which will survive so long as the information is Confidential Information or the data is proprietary to either party or its successors, successors-in-interest or assigns, and section 6.1 (Indemnification); and section 6.2 (Limitation of Liability), which will survive indefinitely.
- 7.10 Dispute Resolution.** If a dispute occurs between the parties, the complaining party shall provide written notice of the dispute. The parties, through their respective executive officers shall then meet to attempt to resolve the dispute in good faith before pursuing arbitration, except for matters subject to preliminary injunctive relief pursuant to the American Arbitration Association's ("**AAA**") procedures for emergency relief. If the parties' executive officers do not resolve the dispute within thirty (30) days after the written notice, then arbitration may be commenced.
- Any dispute arising out of or related to this Agreement not resolved informally as provided above will be exclusively resolved by a court of competent jurisdiction located in Fairfield County, Connecticut.
- 7.11 Compliance with Laws.** Each party will comply with all Laws applicable to its respective business and the performance of its obligations under this Agreement. OptumRx will maintain all necessary licenses and permits required in connection with the performance of the Services

under this Agreement or will arrange for the provision of such Services by others that maintain such licenses and permits. If any Governmental Authority or Laws require that this Agreement be amended, including to incorporate specific required terms, then the parties agree to negotiate in good faith and in a timely manner such amendment to this Agreement. Client acknowledges that OptumRx does not provide legal, regulatory or tax advice to Client. Client further acknowledges that OptumRx is not an insurer.

7.12. Government Program Reporting. To the extent applicable, the parties acknowledge and agree that any discount, rebate, Manufacturer Administrative Fee, credit or allowance provided to Client under this Agreement and any rebate retained by OptumRx under this Agreement shall constitute and shall be treated as a discount, within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A), provided to Client against the price of Prescription Drugs provided under this Agreement. To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount, rebate, Manufacturer Administrative Fee, credit or allowance to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement. Upon Client's request, OptumRx will provide additional information necessary to support Client's government reporting requirements.

7.13. Taxes and Assessments.

7.13.1. Payment of Taxes and Expenses. If any Taxes are assessed against OptumRx as a claim administrator in connection with the Services, including all topics identified in section 7.3 (Waiver; Severability), Client will reimburse OptumRx for the Client's proportionate share of the Taxes (but not Taxes on OptumRx's net income). "**Tax**" means a charge imposed, assessed or levied by any federal, state, local or other governmental entity. OptumRx has the authority and discretion to reasonably determine whether the Tax should be paid or disputed. Client also will reimburse OptumRx for a proportionate share of any cost or expense reasonably incurred by OptumRx in disputing the Tax, including costs and reasonable attorneys' fees and any interest, fines or penalties relating to the Tax, unless caused by OptumRx's unreasonable delay or determination to dispute the Tax.

7.13.2. Tax Reporting. If the reimbursement of any benefits to Members in connection with this Agreement is subject to Benefit Plan or employer-based tax reporting requirements, Client will comply with these requirements.

7.13.3. State and Federal Surcharges, Fees and Assessments. The Benefit Plan will remain responsible for state or federal surcharges, assessments or similar Taxes imposed on the Benefit Plan or OptumRx, including those imposed pursuant to The Patient Protection and Affordable Care Act of 2010.

7.14. Integrated Agreement; Interpretation; Execution. This Agreement, with its exhibits, the RFP and OptumRx's proposal, including all BAFOs constitutes the final and complete expression of the terms of the agreement between the parties regarding the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties regarding its subject matter. The language in this Agreement will be construed in accordance with its fair meaning, as if prepared by all parties and not strictly for or against any party. When approval of a party is required under this Agreement, the approval will not be unreasonably withheld or delayed except as may be specifically provided herein. For all terms in this Agreement, unless otherwise specified: (a) a term has the meaning assigned to it in **Exhibit A** (Schedule of Definitions) or defined elsewhere in this Agreement; (b) "or" is not exclusive; (c) "including" means including without limitation; (d) "party" and "parties" refer only to a named party to this Agreement; (e) any reference to an agreement, instrument or statute means that agreement, instrument or statute as of the Effective Date of this agreement and

thereafter only as successor statutes and regulations may from time-to-time be amended, modified or supplemented and any applicable corresponding provisions of successor statutes or regulations; and (f) all remedies available to a party under this Agreement, at law or in equity are cumulative and (g) an electronic signature of this Agreement, or a signature on a copy of this Agreement that a party receives by facsimile, email or personal delivery, is binding as an original, and the parties will treat an electronic or photo copy of this signed Agreement as an original. The headings in this Agreement are provided for convenience only and do not affect its meaning. The parties may sign this Agreement in two (2) or more counterparts, and as so signed this Agreement will constitute one and the same Agreement binding on the parties.

[signature page follows]

The undersigned duly authorized representatives have executed this Agreement as of the date indicated below.

City of Bridgeport and the Bridgeport Board of Education

OPTUMRx, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibits. The Exhibits listed below and attached hereto are incorporated into and made part of this Agreement:

- Exhibit A, Schedule of Definitions
- Exhibit B, PBM Services
- Exhibit C, Compensation
- Exhibit D, Business Associate Agreement
- Exhibit E, Performance Guarantees
- Exhibit F, EGWP Services Addendum
- Exhibit G, RDS Exhibit

EXHIBIT A

SCHEDULE OF DEFINITIONS

Capitalized terms used in this Agreement are defined below or elsewhere in this Agreement.

"Authorized Brand Alternative Drug" means a drug with a unique NDC that is the bioequivalent of a Brand Drug that is under patent and which is manufactured by the patent holder or affiliate or a third party under a license, whether or not identified as a Brand Drug or Generic Drug by the manufacturer or Pricing Source. Also referred to as an authorized generic drug.

"AWP" means the average wholesale price based on the 11-digit NDC of the medication, on the date it was dispensed, as supplied by MediSpan for retail, mail order, and specialty drug adjudicated claims.

"Benefit Plan(s)" means the benefit plan(s) indicated on the Plan Specifications that are sponsored by Client and that include the Covered Prescription Services for which OptumRx has agreed to provide the Services under this Agreement.

"Brand Drug" means a single-source or multi-source Prescription Drug where the NDC-11 for the dispensed product was identified by Medi-Span as having a Multi-Source Indicator code of "M", "N" or "O" on the date dispensed. For clarification, in cases where the underlying Prescription Drug was identified as "O" but was substituted and dispensed by the pharmacy as its House Generic with DAW indicator 5, the prescription drug Claim will be processed as a Generic Drug and reconciled in the Generic Drug ingredient cost guarantee.

"Client Information" means (a) all information Client provides to OptumRx, including information about Benefit Plan(s), Plan Specifications, Members and Client's other services, products and plans; (b) any information provided to OptumRx by a Governmental Authority or other third party about Client or Benefit Plan(s); (c) information OptumRx generates that relates directly to OptumRx performing Services for Client under this Agreement, exclusive of information OptumRx generates for use in its business generally or for use with multiple clients; and (d) all Client Intellectual Property and related derivative works. Client Information means information in any form. Client Information does not include information that is: (i) generated by or relates to OptumRx or its business, operations or activities; (ii) relates to another OptumRx client or contractor; (iii) generated or used by OptumRx other than in performing Services under this Agreement; or (iv) information disclosed, sold, or otherwise provided to third parties where the Client Information cannot be identified and has been aggregated with other client information.

"Clinical Documentation Form" means the document describing the clinical services elected by Client to be provided by OptumRx as mutually agreed to by the parties. OptumRx may update standard clinical programs from time to time.

"Compound Prescription Drug" means a Prescription Drug that is prepared by a pharmacist who mixes or adjusts one or more Prescription Drugs to customize a medication to meet a Member's individual medical needs:

- a) a mixture of two or more ingredients that are physically inseparable;
- b) at least one of the components of the compounded drug is a legend drug;
- c) it is expected that the quantity of legend drug is sufficient to have a therapeutic effect; and
- d) the ingredients are approved by the FDA.

"Cost-Sharing Amount" means the coinsurance, copay, or other cost-sharing amount that a pharmacy may collect from a Member for Covered Prescription Services in accordance with the Member's Benefit Plan.

"Covered Prescription Services" means Prescription Drugs or other pharmaceutical products, services or supplies dispensed by a pharmacy to a Member for which coverage is provided in accordance

with the Member's Benefit Plan. Member will always pay calculated using the lowest of the following: plan copay/coinsurance, negotiated discounted price + dispensing fee, usual and U&C, MAC or cash retail price.

"Day(s)" means 24 clock hours starting at midnight. Business Days means each day except Saturday, Sunday, and national holidays.

"Drug Manufacturer" means an entity that manufactures, sells, markets or distributes Prescription Drugs; provided "Drug Manufacturer" shall not include wholesalers engaged in the sale and distribution of Prescription Drugs.

"ERISA" means the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 *et seq.*

"FDA" means the United States Food and Drug Administration or any successor Governmental Authority.

"Formulary" means the list of Prescription Drugs or other pharmaceutical products, services or supplies as developed by OptumRx, approved by OptumRx's P&T Committee, and adopted by Client for use with and as covered by the Benefit Plan(s).

"Generic Drug" means a Prescription Drug, whether identified by its chemical, proprietary or non-proprietary name, that is therapeutically equivalent and interchangeable with a Prescription Drug having an identical amount of the same active ingredient(s). For purposes of this Agreement, the Generic Drug determination is made based upon Medi-Span Multisource Code Field equal to "Y" as of the fill date and not otherwise defined as Brand drugs... For clarification, in cases where the underlying Prescription Drug was identified as "O", but was substituted and dispensed by the pharmacy as its House Generic with DAW indicator 5, the Prescription Claim will be processed as a Generic Drug and reconciled in the Generic Drug ingredient cost guarantee.

"Governmental Authority" means the Federal government or any state or local government or any department, agency, authority, or instrumentality thereof (including any court) that regulates the applicable party's activities or operations.

"Home Delivery Pharmacy" means a facility that is duly licensed to operate as a pharmacy and dispense Prescription Drugs via postal or commercial courier delivery to individuals, including Members and which typically dispense ninety (90) day prescriptions. Home Delivery Pharmacy includes pharmacies that OptumRx, or its affiliates, owns or operates.

"House Generic" means a Claim dispensed with a DAW Code of 5. House Generics shall be considered Generic Drugs and shall be priced in accordance with the Generic Drug pricing, including Generic Drug guarantees, set forth in the compensation exhibit of this Agreement.

"Intellectual Property" means any patent, invention, discovery, know-how, moral, technology, software, copyright, authorship, trade secret, trademark, trade dress, service mark, confidentiality, proprietary, privacy, intellectual property or similar rights (including rights in applications, registrations, filings and renewals) that are protected or legally enforceable under state or federal common laws or statutory laws or laws of foreign jurisdictions.

"Laws" means all applicable common law and any and all state, federal or local statutes, ordinances, codes, rules, regulations, orders, procedures, standards, directives, guidelines, instructions, bulletins, policies or requirements enacted, promulgated, or applied by any Governmental Authority, as amended, replaced, interpreted or enforced by any Governmental Authority.

"Limited Distribution Drugs" means Specialty Drugs for which the manufacturer has granted distribution rights to a limited or exclusive specialty pharmacy network..

"MAC" means the maximum allowable cost of a Prescription Drug as specified on a list established by OptumRx. OptumRx may have multiple MAC lists, each of which is subject to OptumRx's periodic review and modification in its sole discretion.

"Manufacturer Administrative Fees" means the administrative fees paid by Drug Manufacturers to OptumRx for OptumRx's provision of Rebate administration services in OptumRx's capacity as a group purchasing organization for Client.

"Member" means an individual who is eligible to receive Covered Prescription Services as identified in Client's Benefit Plan and eligibility data.

"NCPDP" means that National Council for Prescription Drug Programs.

"NDC" means the eleven (11) digit National Drug Code that is the identifying Prescription Drug number maintained by the FDA.

"Network Pharmacy" means a retail pharmacy, Home Delivery Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy and is owned or operated by OptumRx (or an affiliate) or has entered into a Network Pharmacy Agreement.

"Network Pharmacy Agreement" means the agreement between a Network Pharmacy and OptumRx or Client to provide Covered Prescription Services.

"OptumRx Information" means: (a) all information OptumRx provides to Client regarding OptumRx or its P&T Committee, OptumRx's formularies, Network Pharmacies or Pharmacy Network, services or products OptumRx offers directly or indirectly, and all information generated in OptumRx's business, including information licensed from subcontractors, vendors and/or affiliates and information received or generated by OptumRx's Home Delivery or Specialty Pharmacies in connection with dispensing Prescription Drugs; and (b) all OptumRx Intellectual Property and related derivative works. OptumRx Information means information in any form. OptumRx Information does not include information that relates exclusively to Client or its business.

"Paid Claims(s)" means all transactions for eligible members that result in a payment to pharmacies from the member and/or the Plan, and does not include reversals, rejected claims and/or adjusted claims..

"P&T Committee" means the pharmacy & therapeutics committee formed by OptumRx or Client that reviews a legend drug for inclusion on the Formulary and creates criteria, policies and procedures for such inclusion including, but not limited to, clinically appropriate quantity restrictions, step therapies and prior authorizations.

"Plan Specifications" means the Benefit Plan elements and coverage rules adopted by Client as provided to OptumRx using the OptumRx benefit design template and approved in writing by both parties. The OptumRx benefit design template as so approved shall constitute a "plan document" that is a constituent component of Client's Benefit Plan.

"Prescription Drug" means an FDA approved drug required to be dispensed or administered only by prescription from a licensed health care professional in accordance with Laws.

"Pricing Source" means the Medi-Span Master Drug Database File or another nationally recognized pricing source determined by OptumRx.

"Protected Health Information" or "PHI" shall be defined as set forth in Exhibit D (Business Associate Agreement).

"Rebate" means any discount, rebate, price protection amount or Manufacturer Administrative Fee that OptumRx receives from Drug Manufacturers, in OptumRx's capacity as a group purchase organization for Client, that is contingent upon and related directly to Member use of a Prescription Drug during the Term. "Rebate" does not include any discount, price concession or other direct or indirect compensation OptumRx receives for the purchase of a Prescription Drug or for the provision of any product or service.

"Specialty Drug List" means the list(s) of Brand and Generic Specialty Drugs dispensed through a specialty or retail pharmacy. The Specialty Drug List is maintained and updated by OptumRx from time to time. The Specialty Drug List(s) applicable to the Plan shall be provided to Client upon request.

"Specialty Drugs" means the Prescription Drugs that include at least one (1) or more of the following: (a) biotechnology drugs; (b) orphan drugs used to treat rare diseases; (c) typically high-cost drugs; (d) drugs administered by oral or injectable routes, including infusions in any outpatient setting; (e) drugs requiring on-going frequent patient management or monitoring or focused, in-depth Member education; (f) drugs that require specialized coordination, handling and distribution services for appropriate medication administration; (g) drugs administered by infusion or health care injectable professionally administered by a healthcare professional or in a healthcare setting (but excluding supplies or the cost of administration); or (h) therapy requiring management and/or care coordination by a healthcare provider specializing in the Member's condition. Specialty Drugs shall not include any Prescription Drugs that: (x) require nuclear pharmacy sourcing; (y) are preventive immunizations; or (z) are administered only in the inpatient setting.

Follow-on-biologic or generic products are considered a Specialty Drug if the innovator drug is a Specialty Drug and meets the criteria above.

"Specialty Pharmacy" means a facility that is duly licensed to operate as a pharmacy and dispense Specialty Drugs. Specialty Pharmacy includes pharmacies that OptumRx, or its affiliates, owns or operates.

"Usual and Customary Charge" or "U&C" means the price, including all applicable customer discounts that a cash paying customer pays a Network Pharmacy for Prescription Drugs as reported to OptumRx by such Network Pharmacy. Claims processed and paid at U&C rates will never include a dispensing fee.

"Zero Balance Claim" or "Zero Balance Due" are claims for which Plan has no liability. Zero balance due claims will be included in the guaranteed measurement for AWP, ingredient cost, achieved discounts or dispensing fee calculations at the discounted cost, prior to copayment.

EXHIBIT B

PBM SERVICES

Client has engaged OptumRx and OptumRx has agreed to provide the Services set forth in this Exhibit.

1. CORE PRESCRIPTION DRUG BENEFIT SERVICES

1.1 Administrative Support

- 1.1.1 General. OptumRx will provide administrative services to and support the Benefit Plan(s) in accordance with Client's most recent Plan Specifications and as set forth in this Agreement.
- 1.1.2 Reporting. OptumRx will make available to Client OptumRx's standard online reports at no additional cost, unless otherwise indicated in **Exhibit C**.
- 1.1.3 Client Benefit Plan Responsibility. Client retains complete and exclusive discretionary authority over, and is ultimately responsible for, all aspects of the administration, management and operation of the Benefit Plan(s), including the authority to delegate such responsibility to one or more third party service providers, and Client does so delegate such responsibilities to OptumRx as set forth in this Agreement. Client or its delegate (and not OptumRx) is the "administrator" (as defined in ERISA, to the extent applicable) of the Benefit Plan(s) and will comply fully with ERISA, if applicable.
- 1.1.4 OptumRx Benefit Plan Responsibility. Client acknowledges that except as set forth in section 1.4.3 (Appeals), neither OptumRx nor any of its affiliates will: (a) be named as a "plan fiduciary" for purposes of ERISA (with respect to claims under a Benefit Plan that is subject to ERISA); (b) have any discretionary authority or control respecting management or administration of the Benefit Plan(s); or (c) exercise any authority or control respecting the management or disposition of the assets of the Benefit Plan(s). Except as set forth in Section 1.4.3 (Appeals), Client retains all discretionary authority and control with respect to the management and administration of the Benefit Plan(s) and the management or disposition of all plan assets. Upon reasonable notice, OptumRx will have the right to terminate PBM Services to the Benefit Plan(s) (or, if applicable, Members of the Benefit Plan(s) located in a specific state) to the extent applicable state law would require OptumRx to act as a fiduciary with respect to Client, such Benefit Plan(s), or a Member in any capacity.
- 1.1.5 Contraceptive Coverage. Client represents that it has not invoked a waiver to exclude contraceptive coverage under its Plan Specifications pursuant to Public Health Service Act section 2713 and any related regulations. If Client has the right to opt out of providing contraceptive coverage, and elects to do so, OptumRx may terminate this Agreement upon notice to Client.
- 1.1.6. Benefit Plan Eligibility Data. Client will provide OptumRx with electronic eligibility data in NCPDP format, or another format agreed to by the parties, as well as Member personal address, phone number and email and work email, for all Members. OptumRx will load correctly formatted Member eligibility within twenty-four (24) hours of receipt. OptumRx is not liable for any Prescription Claims processed for any ineligible persons due to incorrect, incomplete or untimely eligibility data provided by Client to OptumRx.
- 1.1.7. Member Notification. Client will make available to Members the type, scope, restrictions, limitations and duration of Covered Prescription Services to which Members are entitled. Client will provide and distribute, as appropriate, ID cards, a list

of Network Pharmacies, Home Delivery brochures, the Formulary and other pharmacy benefit related materials to Members, providers and other appropriate third parties.

- 1.1.8. Plan Specifications. Client will provide OptumRx with the technical assistance and information (and maintenance of such information) OptumRx reasonably needs to perform the Services, including information regarding Members, Benefit Plan(s) and Plan Specifications. Client will provide OptumRx with the Plan Specifications no later than forty-five (45) days before the Effective Date, unless the parties otherwise agree. Client's failure to provide the Plan Specifications within the time periods stated in this section may delay OptumRx's implementation of the Services and guarantees. Client is responsible for the accuracy, completeness and timeliness of all Plan Specifications and conformity of all Plan Specifications with other constituent plan documents pursuant to which the Benefit Plan(s) was established and is maintained, and acknowledges OptumRx's right to rely on the Plan Specifications as a constituent document of the Benefit Plan(s) in providing Services under this Agreement.

1.2 Pharmacy Network Administration

- 1.2.1 Pharmacy Network. OptumRx will establish and maintain a network of pharmacies to provide the Services to Client ("**Pharmacy Network**"). Upon request, OptumRx will make available to Client a current list of Network Pharmacies in the Pharmacy Network. OptumRx may add or remove Network Pharmacies from the Pharmacy Network. OptumRx will retain cash management responsibilities to help support prompt payment of Network Pharmacies.
- 1.2.2 Network Pharmacy Credentialing. OptumRx will establish and maintain a reasonable process for credentialing Network Pharmacies.

Standard Pharmacy Audit Services. OptumRx will, in accordance with its standard audit program and as required by Laws, for the fees set forth in **Exhibit C** (Compensation), conduct real-time and retrospective desk audits and selected on-site audits of the Network Pharmacies to determine whether the Network Pharmacies are submitting appropriate billings for payment by Client or Members. OptumRx will report the results of the audits to Client. OptumRx will pay Client, or apply as a credit to Client's invoices, the amounts OptumRx recovers from these audits. If Client requests additional audits of specific Network Pharmacies, then Client will be financially responsible for all expenses incurred in connection with such audits. OptumRx will use commercially reasonable efforts to collect amounts owing as a result of pharmacy audits. OptumRx may, but is not required to, initiate collection action against a Network Pharmacy. If OptumRx initiates a collection action, OptumRx may offset against any recovered amounts owing to Client any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action.

- 1.3 **Claims Processor Fees**. OptumRx may retain any Claims processor or other fees received from Network Pharmacies in connection with the Prescription Drugs dispensed to Members under the Benefit Plan(s), including: (a) a per Claim communications charge for on-line electronic Claims processing by point-of-service communication; (b) a charge for each Claim submitted to OptumRx via paper, tape or a medium other than point-of-service communication; (c) surcharges for canceled or reversed Claims; (d) a charge if a Network Pharmacy requests an evidence of benefits report in a tape medium; and (e) charges for marketing and administrative services.

1.4 Claims Process

- 1.4.1 Claims Adjudication. OptumRx will adjudicate, process and pay Prescription Claims for

Covered Prescription Services in accordance with the Plan Specifications. OptumRx will pay in accordance with Plan Specifications and applicable Laws, only Prescription Claims (a) that are prepared in accordance with the NCPDP-promulgated standard format that contains all information necessary for processing of a Prescription Claim and are submitted by the Network Pharmacies in a timely manner (no later than one hundred eighty (180) days after the date of service, or a longer period of time if required by Laws) through OptumRx's point-of-service system; and (b) properly submitted by Members as requests for reimbursement for Covered Prescription Services.

- 1.4.2 Subrogated Claims Processing. Client acknowledges that Medicaid agencies and other programs operated by Governmental Authorities have legal rights and obligations to pursue Claims reimbursement ("**Subrogated Claims**") and confirm eligibility from applicable third parties. As such, OptumRx will cooperate with Governmental Authorities in connection with such matters and Client will reimburse OptumRx for Subrogated Claims in accordance with Laws.
- 1.4.3 Appeals. Client has elected for OptumRx to provide appeals services in connection with denied Claims for benefits for the fees set forth in the Clinical Documentation Form. To the extent the Benefit Plan(s) are subject to ERISA, Client hereby delegates fiduciary responsibility pursuant to section 405(c)(1) of ERISA to OptumRx to make final benefit determinations with respect to such delegated appeals. In all cases, OptumRx will exercise such responsibility in accordance with Plan Specifications, the ERISA claims and appeals regulations set forth in 29 C.F.R. § 2560.503-1 as modified by § 2590.715-2719 (the "**Claims Rules**"), if applicable, and this section. Client agrees that OptumRx may perform such services itself or through an independent third party contracted by OptumRx ("**Appeals Vendor**") and that OptumRx is authorized to delegate such fiduciary responsibility to the Appeals Vendor. In resolving all such appeals, OptumRx or its Appeals Vendor are hereby delegated full and complete discretion to determine eligibility for benefits under the Benefit Plan(s) and to interpret the terms of the Benefit Plan(s). OptumRx or its Appeals Vendor will perform up to two (2) levels of internal appeals as elected by Client, which will include a review of benefit coverage, as well as a review of medical necessity, as necessary. To the extent the Benefit Plan(s) are subject to ERISA, OptumRx agrees to accept fiduciary status solely with respect to its performance of any internal appeal. The review of benefit coverage will be based on the Plan Specifications, including the plan design document provisions and criteria approved by Client. The decision of OptumRx or the Appeals Vendor at the last level of internal appeal shall be final, subject to a Member's right to External Review (as defined below) or judicial review with the standard of review being the abuse of discretion standard.

If an appeal requires external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations or applicable state Law, such services are referred to "**External Review**"), OptumRx shall arrange for the assignment of an independent review organization ("**IRO**") through the appropriate regulatory agency. In accordance with applicable Law, the decision of the IRO shall be final and binding on Client and the Member, subject only to any right of judicial review.

1.5 **Benefits Administration and Support**

- 1.5.1. Clinical Services. In addition to the clinical services set forth on the Clinical Documentation Form, OptumRx will provide the following clinical services to Client:
- 1.5.1.1. Utilization Management Development and Support. Client will implement OptumRx's standard utilization management programs for the Benefit Plan(s) designed to promote cost-effective drug utilization management and

to discourage Prescription Drug over and under-utilization. For OptumRx's standard utilization management program, OptumRx will administer the program. Neither Client nor any vendor of client will administer utilization management programs. OptumRx will not make its utilization management criteria available for use by Client or a third-party vendor of Client. Client may choose to implement custom utilization management programs however, all customizations are subject to approval by OptumRx's P&T Committee, unless Client maintains its own P&T Committee. Additional administrative fees may apply for non-standard utilization management programs requested by Client and agreed to by OptumRx, and such customizations may impact the financial terms in this Agreement.

- 1.5.1.2. Prior Authorization Services. At Client's request, OptumRx shall administer a prior authorization program applying rules and conditions applicable to the Benefit Plan(s). Client shall have discretionary authority to establish prior authorization criteria, provided that non-standard criteria are subject to OptumRx's P&T Committee oversight or Client's own P&T Committee. OptumRx will not provide OptumRx prior authorization criteria for use by Client or Client's third-party vendor. Client will not overturn any clinical decisions delegated to and made by OptumRx unless Client maintains its own P&T Committee.
 - 1.5.1.3. Changes Due to Shortages, Recall or Public Health and Safety Concern. In the event of a Prescription Drug shortage or recall or public health and/or other material safety concerns impacting or related to the distribution or dispensing of Prescription Drugs, OptumRx is authorized by Client to make temporary clinically appropriate changes to the Formulary status and/or tiering of Prescription Drugs, days' supply limitations, Pharmacy Network access, utilization management programs or similar programs or initiatives to address such concerns. Prescriptions Drugs impacted by such changes shall be excluded from all financial and performance guarantees.
 - 1.5.1.4. Member Communication. Upon Client's request, OptumRx will communicate Client's utilization program requirements to Members through Client-approved information and outreach materials. OptumRx may, on behalf of Client: (a) communicate with Members to describe health-related products or services (or payment for the products or services) included in the Benefit Plan(s), including communications about Network Pharmacies, replacement or enhancement to the Benefit Plan(s), and health-related products or services available only to Members that add value to and are not part of the Benefit Plan; (b) conduct population-based activities relating to improving the health of Members and reducing their healthcare costs; and (c) contact Members with health education information and information about Prescription Drugs, treatment alternatives, and related functions.
- 1.6. **E-Prescribing.** Upon Client's request, OptumRx will provide prescribers with electronic access to Member Benefit Plan information, including: (a) Member eligibility status; (b) Member medication history; (c) Formulary status of the Prescription Drug being prescribed; (d) listing of Generic Drug or Brand Drug Formulary alternative medications; (e) Member coverage information where applicable; (f) applicable Cost-Sharing Amount; and (g) drug classification information required by the Centers for Medicare & Medicaid Services or successor Governmental Authority.

1.7. Formulary

- 1.7.1. Formulary Adoption. Client will adopt as the Formulary one (1) or more of OptumRx's Formularies, as updated from time to time, and as designated in **Exhibit C** (Compensation). Any requested customization of an OptumRx Formulary shall be subject to the provisions of Section 1.7.3 (Formulary Changes).
- 1.7.2. Formulary Management. OptumRx will make the Formulary available to Client, or other appropriate parties. Except as provided in this Agreement, Client will not copy, distribute, sell or otherwise provide OptumRx's formularies, including the Formulary, to another party without OptumRx's prior written approval. Provided that OptumRx agrees, Client may post the Formulary on Client's Member health care website.
- 1.7.3. Formulary Changes. OptumRx will include in the Formulary new Prescription Drugs or other pharmaceutical products, services or supplies as specified in the Plan Specifications according to the following schedule: (a) if an open formulary, new Prescription Drugs or other pharmaceutical products, services or supplies will be included in the Formulary upon publication in the Pricing Source and loading into OptumRx's systems; or (b) if a closed formulary, new covered Prescription Drugs or other pharmaceutical products, services or supplies (Formulary only) may be included in the Formulary after review by OptumRx's P&T Committee. Formulary changes including exclusions or additions must be reported to the Client prior to implementation. Following changes to the Formulary, OptumRx, at Client's request, will provide or make available appropriate notifications of negative Formulary changes to Client, Members, prescribers, and state pharmaceutical assistance programs as required by Laws and agreed by the parties. Any requested customization of an OptumRx Formulary must comply with the OptumRx P&T oversight with respect to drugs that must be included or excluded from formulary for clinical safety and appropriateness. Any customizations shall be subject to additional administrative fees and may impact the financial terms in this Agreement.
- 1.7.4. P&T Committee. OptumRx's P&T Committee will develop and maintain OptumRx's Formularies, which, in general, may include selecting Prescription Drugs to include in OptumRx's formularies and making recommendations on associated utilization management and other clinical programs. Unless Client has established its own P&T Committee, OptumRx's P&T Committee will be the Client designated P&T Committee and Client shall abide by the OptumRx P&T Committee decisions regarding the Formulary, associated utilization management and other clinical programs and clinically appropriate therapy access regardless of whether the Formulary is customized.
- 1.7.5. No Endorsement. OptumRx's development and maintenance of its formularies will not be construed as an endorsement of any prescription drug product or Drug Manufacturer. OptumRx's P&T Committee is an external advisory committee and OptumRx will not be responsible for any actions or omissions of its P&T Committee or any adverse consequences that may relate, directly or indirectly, to Client's or a Member's reliance on OptumRx's P&T Committee.

1.8. Rebate Management

- 1.8.1. Rebate Eligibility. Client will be eligible to receive Rebates subject to: (i) the terms set forth in **Exhibit C** (Compensation); and (ii) Client's Benefit Plan(s), Formulary and Prescription Claim utilization satisfying the Drug Manufacturer's Rebate contract criteria. Client authorizes OptumRx to contract directly or indirectly with Drug Manufacturers for Rebates as a group purchasing organization. Client acknowledges

that OptumRx negotiates Rebates with Drug Manufacturers based on OptumRx's book of business and not on a client specific basis. Client understands that not all Brand Drugs and not all Prescription Drugs are eligible for Rebates, and OptumRx is not obligated to submit Rebates for Prescription Claims that it does not believe are eligible to receive Rebates. Notwithstanding the foregoing, OptumRx will remit to Client 100.00% of the Rebates received by OptumRx.

- 1.8.2. Rebate Guarantees. Except for any Rebate guarantees described in **Exhibit C** (Compensation), OptumRx has no obligation to obtain any particular amount of Rebates for Client. Rebate guarantees are subject to the terms and conditions described in this section 1.8 (Rebate Management) and **Exhibit C** (Compensation).
- 1.8.3. Collection. OptumRx will use commercially reasonable efforts to process, invoice and collect Rebates. OptumRx will not be responsible for any non-payments or partial payments of amounts owing under an agreement for Rebates. OptumRx may, but is not required to, initiate action to seek to collect Rebates from a Drug Manufacturer. If OptumRx initiates such a collection action, OptumRx will obtain prior written approval from the Client. OptumRx may offset against the Rebates any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action after Client's approval. To the extent of any overpayment or erroneous payment to Client by OptumRx, Client will refund the payment or OptumRx may recoup the payment from other sums due Client in accordance with section 3.5 (Right of Recoupment) of this Agreement.
- 1.8.4. Disbursement. Provided Client is compliant with the terms of this Agreement, OptumRx will reconcile, allocate and credit or disburse all Rebates in accordance with this Agreement. Client acknowledges that it has no right to receive a payment of Rebates until such reconciliation and allocation has been completed and agrees that it does not have a right to interest on any Rebate payments received by OptumRx. Client's first Rebate payment will be remitted no later than one hundred and eighty (180) days after the end of the incurred quarter following implementation, based on actual amounts received. Thereafter, Rebate payments are made within ninety (90) days after the end of each quarter, which will include true ups on all prior quarters. An annual reconciliation will be performed one hundred and eighty (180) days after the end of each contract year. Rebate reporting will be provided at the time of payment.
- 1.8.5. Other Pharmaceutical Relationships. Nothing in this Agreement shall preclude OptumRx from pursuing, directly or indirectly, other sources of revenue from Drug Manufacturers or engaging in other revenue-producing relationships with Drug Manufacturers. OptumRx and its affiliates may receive and retain payments from Drug Manufacturers for items and services provided, including, without limitation, Manufacturer Administrative Fees of up to six and one half percent (6.5%) of the Wholesale Acquisition Cost (WAC) of the products dispensed or administered. Per the Rebate definition, Manufacturer Administrative Fees are included. Additionally, OptumRx or its affiliates, acting as a Home Delivery Pharmacy or a Specialty Pharmacy, purchase Prescription Drugs from Drug Manufacturers and receive certain discounts and purchase rebates from Drug Manufacturers in connection with these purchases. OptumRx retains these discounts and purchase rebates and does not pass them on to Client.
- 1.8.6. Client Rebate Contracting Prohibited. If Client, or its affiliates, contracts with or receives payment from another party, including a Drug Manufacturer, for a discount, utilization limit, rebate or other incentive associated with the utilization of a Prescription Drug, Client will be in material breach of this Agreement. Upon such breach, OptumRx, in its sole discretion, may adjust or eliminate any guarantees described in **Exhibit C**

(Compensation). Upon request, Client will cooperate fully with OptumRx or a Drug Manufacturer to verify Client's participation in any Rebate program and that all Rebate-related payments were made solely for Covered Prescription Services to eligible Members.

2. HOME DELIVERY PHARMACY SERVICES

- 2.1. **Home Delivery Services.** Home Delivery Pharmacies will provide Covered Prescription Services to Members in accordance with the Plan Specifications for the Compensation established in **Exhibit C** (Compensation). Home Delivery Pharmacies will provide customer service support for Members who use Home Delivery Pharmacy Services. Upon request, OptumRx will make available to Client Home Delivery brochures for distribution to Members.
- 2.2. **Control by OptumRx.** OptumRx's Home Delivery Pharmacies and their duly authorized personnel will exclusively supervise and control the provision of Home Delivery Covered Prescription Services provided by OptumRx's Home Delivery Pharmacies. The relationship between a Member and a Home Delivery Pharmacy will be subject to the Laws, limitations and privileges incident to the pharmacist-patient relationship. OptumRx may exclude from coverage by a Home Delivery Pharmacy under this Agreement a Prescription Drug that cannot be dispensed under OptumRx's Home Delivery pharmacy dispensing protocols or requires special record-keeping procedures.
- 2.3. **Home Delivery Rates.** Specialty Drug pricing guarantees and terms apply to Specialty Drugs, even if dispensed by a Home Delivery Pharmacy. If Client or Members request or require expedited or alternative shipping methods other than OptumRx's standard method, Client will be solely responsible for those costs. If shipping rates increase, OptumRx may pass these cost increases on to Client.
- 2.4. **Home Delivery Drug Shortages.** OptumRx will provide an override for any drug that is out of stock at Home Delivery Pharmacy and will coordinate with the Member to receive the prescription at a local retail pharmacy.

3. SPECIALTY PHARMACY SERVICES

- 3.1. **Specialty Services.** OptumRx will provide Client with Specialty Drug Covered Prescription Services as set forth in **Exhibit C** (Compensation).
- 3.2. **New Specialty Drugs.** When a new Prescription Drug is identified and categorized by OptumRx as a Specialty Drug ("**New Specialty Drug**"), OptumRx will make available the New Specialty Drug to Members as part of the Specialty Drug Covered Prescription Services. Client will compensate OptumRx for the New Specialty Drug at the default rate for New Specialty Drugs specified in **Exhibit C** (Compensation) until OptumRx determines a revised rate.
- 3.3. **Specialty Drug Administration.** OptumRx shall designate the drugs to be included in the Specialty Drug List. Upon request, OptumRx will make available to Client the Specialty Drug List. Client requested changes to the Specialty Drug List must be mutually agreed upon and may be subject to additional fees. OptumRx shall not reclassify Specialty drugs as non-specialty drugs, nor change classification of non-specialty drugs to specialty drugs, unless such change can be validated as an industry wide occurrence, legal or regulatory requirement for the term of this agreement.
- 3.4. **OptumRx Control.** OptumRx's Specialty Pharmacies and their duly authorized personnel will exclusively supervise and control the provision of Specialty Pharmacy Covered Prescription Services provided by OptumRx's Specialty Pharmacies. The relationship between a Member

and a Specialty Pharmacy will be subject to the Laws, limitations and privileges incident to the pharmacist-patient relationship.

4. **PERFORMANCE STANDARDS.** OptumRx agrees to perform according to the Performance Standards set forth in Exhibit E (Performance Guarantees) to this Agreement.

EXHIBIT C

COMPENSATION

Commercial (Retiree Drug Subsidy or RDS) Line of Business

A. CREDITS AND ALLOWANCES

Implementation Credit: OptumRx shall provide Client with a one-time implementation allowance of up to \$10.00 per Net New Member to cover expenses associated with the transition of services to OptumRx. This allowance may be used by Client to offset legitimate, necessary and commercially reasonable expenses that are related to the Client's transition from its previous pharmacy benefit manager to OptumRx. Client shall be responsible for all other transition expenses in excess of the implementation credit herein provided to Client. Eligible expenses shall include any printing or postage related to special communications required for the transition, customized ID cards, customized programming or, upon mutual agreement, third-party transitional consulting expenses. The implementation allowance must be utilized within the first twelve months after the Effective Date. Client will be required to submit documentation to support the expenses it may seek reimbursement for. The parties acknowledge that the implementation allowance provided by OptumRx for implementation services represent fair market value. If Client terminates this Agreement in breach before the end of the Initial Term, Client shall refund to OptumRx within 30 days after the effective date of such termination the full implementation allowance. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this implementation allowance shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a – 7b(b)(3)(A). To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

Pharmacy Management Allowance: Client shall receive a pharmacy management allowance (PMA) of up to \$5.00 per Member annually, which must be utilized within the applicable year and will not carry over to the following year. This PMA allowance is to be used by Client to offset the cost of actions intended to maximize the value of the pharmacy program. Funds may be used for items including, but not restricted to, programming for customization, design and implementation of clinical or other programs, communications, documented expenses related to staff education and industry conference attendance, auditing, data integration and analytics, consulting fees (excluding market checks), and engagement of relevant vendors that impact the pharmacy program strategy and results. Client will be required to submit documentation to support the expenses for which it seeks reimbursement. If Client terminates this Agreement in breach before the end of the Initial Term, Client shall refund to OptumRx within 30 days after the effective date of such termination the full PMA allowance applicable to the year of termination. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this PMA allowance shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

B. SERVICE FEES

Term of contract:	Year 1:	01/01/2022 to 12/31/2022
	Year 2:	01/01/2023 to 12/31/2023
	Year 3:	01/01/2024 to 12/31/2024

Pass-Through			
Base Administrative Fee		\$1.45/\$1.50/\$1.55	per Net Paid Claim
Paper Claim Fees		\$2.50	Per Paper Claim plus the Base Administrative Fee
PreCheck MyScript with ePrescribing		\$0.00	per PreCheck MyScript Transaction
Retail 30 Network: BROAD			
Brand Drugs	AWP minus	19.50%/19.50%/19.50%	plus \$0.75/\$0.75/\$0.75 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	84.50%/84.60%/84.70%	plus \$0.75/\$0.75/\$0.75 dispensing fee
Retail 90 Network: BROAD			
Brand Drugs	AWP minus	22.00%/22.00%/22.00%	plus \$0.00/\$0.00/\$0.00 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	86.00%/86.10%/86.20%	plus \$0.00/\$0.00/\$0.00 dispensing fee
Mail Service Pharmacy			
Brand Drugs	AWP minus	23.50%/23.50%/23.50%	plus \$0.00/\$0.00/\$0.00 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	87.00%/87.10%/87.20%	plus \$0.00/\$0.00/\$0.00 dispensing fee
Specialty - Exclusive w/ No Grace Fills Network			
Specialty Drugs - Aggregate Guarantee	AWP minus	20.25%/20.35%/20.45%	plus \$0.00 dispensing fee
Rebates (Premium-BoG, with 4 UMAs: Db MI Re Sp Formulary)			
Client Rebate Share	Greater of 100% or		
Retail 30 - Minimum	\$205.00/\$215.00/\$230.00	Per Net Paid Brand Claim	
Retail 90 - Minimum	\$625.00/\$635.00/\$645.00	Per Net Paid Brand Claim	
Mail Service - Minimum	\$700.00/\$720.00/\$740.00	Per Net Paid Brand Claim	
Specialty - Minimum	\$1,500.00/\$1,600.00/\$1,700.00	Per Net Paid Brand Claim	

C. PRICING TERMS

- Under the Pass-Through Pricing Model, Client shall pay the actual retail pharmacy rates paid by OptumRx for Prescription Drugs electronically processed and dispensed to a Member through OptumRx's retail Pharmacy Network, which are estimated to be the effective rates set forth above. OptumRx's compensation for its services shall be the Claims Administration Fees set forth above and a fee in an amount agreed to by the parties for any additional services authorized by Client.
- The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.
- Discounts are based on published AWP.
- EGWP and Commercial/RDS discount and dispensing fee guarantees are measured separately but are reconciled in the aggregate.

5. EGWP and Commercial/RDS rebate guarantees are reconciled in the aggregate.
6. Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a Network Pharmacy at the time of adjudication.
7. Retail 90 pricing is for retail Claims with greater than 83 days' supply.
8. Discount and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee guarantees are not reconciled on an individual Claim basis. Any excess discount or reimbursement delivered under any discount or reimbursement channel or component may be credited to any other discount or reimbursement contracted for under this Agreement. Any credits due to Client relating to the discount guarantees set forth above shall be issued ninety (90) days after the measurement period.
9. OptumRx will have no obligation under any financial guarantees under the contract for the contract year (that is, each 12-month period following the Effective Date) in which Client terminates, if the portion of the contract year before the effective date of Client's termination is less than 12 full months.
10. The effective overall Generic Drug discount rate includes single source, multi-source, MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.
11. Compound Prescription Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees. Rates may be changed if greater than 5% percent of utilization is incurred in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, or Georgia, individually or in the aggregate.
12. Usual & Customary Claims are excluded in the discount guarantees.
13. Zero balance Claims are included in the discount guarantees prior to the application of Member Cost-Sharing Amount.
14. "Single Source Generic Drugs" are Generic Drugs that have either recently come off patent and do not generate discounts traditionally delivered by Generic Drugs, or have an exclusive Drug Manufacturer. "Non-MAC Generic Drugs" are Generic Drugs where market conditions do not allow for MAC prices to be used. MAC Generic Drugs, Single Source Generic Drugs and Non-MAC Generic Drugs will be included in the overall Generic Drug guarantee.
15. Compound Prescription Drug shall be adjudicated using the standards in the most recent version of NCPDP guidelines which includes individual multi-ingredient pricing, the lower of U&C, MAC, or AWP minus and a dispensing fee of \$10. Multi-ingredient Compound Prescription Drugs filled through NCCP approved providers may also be charged a level of effort (LOE) compounding fee based on the Claim's LOE code.
16. Certain conditions such as pharmacies with "Most Favored Nations pricing" obligations, remote area pharmacies, in-house or Client-owned pharmacies, and Client requests for additions to a selected network may result in a rate change or differential with respect to the affected

pharmacy(ies) that will be passed on to Client, plus an administrative fee.

17. OptumRx may, from time to time, receive and retain reimbursement from pharmacies for its costs in connection with transmitting Claims and discounts on its own behalf from wholesalers and Drug Manufacturers as a purchaser of pharmaceutical products for its Home Delivery and Specialty Pharmacies.
18. Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate. No minimum charge shall apply for all Home Delivery orders.
19. Specialty guarantees cover both Claims filled at OptumRx Specialty Pharmacies and retail pharmacies.
20. Non-specialty Claims filled at OptumRx Specialty Pharmacies are reconciled under the retail guarantees.
21. Optum Specialty Pharmacy shall be the exclusive specialty providers under this Agreement and Members will receive Specialty Drug Covered Prescription Services only from Optum Specialty Pharmacy and not any other retail, Home Delivery, or specialty pharmacy. Notwithstanding the foregoing, Limited Distribution Drugs not dispensed by Optum Specialty Pharmacy may be obtained from other Network Pharmacies. Under an exclusive arrangement, no grace fills at retail will be allowed. The Specialty Drug List will be provided to Client upon request and may be updated from time to time.
22. Retail and Mail guarantees exclude specialty claims.
23. Newly introduced pharmaceutical products will be added to OptumRx's systems and to Client's Prescription Drug coverage (provided the new product is in a category covered by the Client) promptly following receipt by OptumRx from the Pricing Source. Newly FDA-approved Specialty products will be billed and reimbursed at the default rate of AWP – 14%.
24. OptumRx will remit to Client 100.00% of the Rebates received by OptumRx. OptumRx guarantees that the Rebates remitted to Client during a contract year shall not be less than the per Net Paid Brand Claim Rebate amounts specified in the Rebate table above ("Guaranteed Rebate Amount"). In the event that the Rebates paid to Client during a contract year are less than the Guaranteed Rebate Amount, OptumRx shall pay to Client, as an additional rebate from OptumRx, the amount of such deficiency within 180 days following the end of the contract year. OptumRx may withhold Rebates until this Agreement is signed.
25. "Rebate Credit" is a credit towards the achievement of the Rebate Guaranteed Amount. The Rebate Credit is applied in the event of a change impacting the level of rebates expected as a result of the availability of clinically comparable lower rebate drugs. The Rebate Credit is calculated as the difference in rebates between the originator brand product and rebates available on the new product (e.g. Biosimilar, an Authorized Brand Alternative, reduction of WAC on a Brand Drug subject to Rebates, launch of a lower cost Non-Generic Drug alternative). The intent of the Rebate Credit is to make the impact to the Rebate Guaranteed Amount neutral due to the Client's access of clinically comparable lower rebate drugs. The Rebate Credit does not apply to generics that launch after the Brand no longer has patent protection.
26. Premium Rebates: The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of OptumRx's Formulary, exclusions and utilization management programs. Clients must have a Rebate qualifying benefit design which includes a minimum of \$5 difference in member cost between preferred and non-preferred drugs, and that Members, after the deductible phase, must

not be responsible for more than 50 percent of the ingredient cost (e.g. a 50% or more co-insurance plan).

27. Calculation of the Guaranteed Rebate Amount excludes ineligible Claims, such as:
- Claims where the plan is not the primary payer;
 - vaccines;
 - Limited Distribution Drugs;
 - biosimilar products;
 - Claims approved by formulary exception;
 - multi-source Brand Drugs;
 - devices except for insulin pumps or diabetic test strips;
 - over the counter products;
 - Claims from 340B, long term care, or federal government pharmacies;
 - consumer card or discount card program Claims
28. OptumRx may adjust the Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if Client makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs or (c) if future Formulary changes reduce Rebates.
29. The Guaranteed Rebate Amount is reconciled in the aggregate annually.
30. OptumRx will pay and reconcile the Guaranteed Rebate Amount 90 days after each quarter, with the exception of the first quarter which will be paid and reconciled 180 days after the first quarter but still within the first year of the term.
31. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement.
32. OptumRx reserves the right to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting OptumRx's performance under the Agreement, including but not limited to: (a) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that makes OptumRx's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, Authorized Brand Alternative Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates.
33. OptumRx reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (i) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from Client's service selection; (ii) a change of greater than 10% in the total number of Members from the number provided to OptumRx during pricing negotiations upon which the financial provisions included in this Agreement are based; (iii) any substantive change in Client's formulary, Member Cost Share, Benefit Plan design, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (iv) OptumRx is no longer the exclusive Specialty Pharmacy provider. For modifications or amendments made pursuant to (i), (ii), (iii), or (iv) above, Client agrees to provide OptumRx at least ninety (90) days' notice prior to making

any changes. In the event the financial provisions of this Agreement need to be modified, OptumRx shall provide Client with notification of any pricing modifications 45 days prior to implementation.

34. The financial guarantees set forth in this exhibit are subject to all of the terms contained in this exhibit.
35. Claims filled at multi-pack pharmacies, including Optum affiliated multi-pack pharmacies, are included in the Retail 30 guarantee

D. ADDITIONAL SERVICES

Certain services as indicated below are not included in the standard Administrative Fee and are available for an additional charge. This is not an inclusive list. OptumRx may charge for any products or services not specifically represented herein. Clinical Services are listed in the most recently executed Clinical Documentation Form.

Additional Fees as Applicable	
Clinical Program Fees	Please refer to the Clinical Documentation Form for associated fees
Print Services and Fees	Print services and fees can be found on the Print Services Form which is signed by the Client.
PreCheck MyScript ePrescribing	Included in Standard Services
Variable Copay Program	\$0.15 PMPM
Client Website Additional Users	Five users included, \$400 per year per additional user
Direct Member Reimbursement (DMR)	\$2.50 per processed paper claim plus the Administrative Fee
Ad-hoc Reporting	\$150 per hour, with a minimum of \$500
Manual Eligibility Maintenance	\$0.50 per record
ID cards - Subsequent mailings, replacements, or additional	\$2 per ID card plus postage, shipping and handling
Explanation of Benefits (EOB)	\$2 per EOB plus postage, shipping and handling
Custom Mailings	Production plus postage, shipping and handling
Retail Pharmacy Audit Administration	No administrative or retention fees
RxTRACK License Fee	\$500 per seat annual fee
RDS Support Services	\$1.25 PMPM
Integrated Accumulator - Near Real Time Method	\$0.15 PMPM

EXHIBIT C-1

COMPENSATION

EGWP Line of Business

A. CREDITS AND ALLOWANCES

Implementation Credit: OptumRx shall provide Client with a one-time implementation allowance of up to \$10.00 per Net New Member to cover expenses associated with the transition of services to OptumRx. This allowance may be used by Client to offset legitimate, necessary and commercially reasonable expenses that are related to the Client's transition from its previous pharmacy benefit manager to OptumRx. Client shall be responsible for all other transition expenses in excess of the implementation credit herein provided to Client. Eligible expenses shall include any printing or postage related to special communications required for the transition, customized ID cards, customized programming or, upon mutual agreement, third-party transitional consulting expenses. The implementation allowance must be utilized within the first six months after the Effective Date. Client will be required to submit documentation to support the expenses it may seek reimbursement for. The parties acknowledge that the implementation allowance provided by OptumRx for implementation services represent fair market value. If Client terminates this Agreement in breach before the end of the Initial Term, Client shall refund to OptumRx within 30 days after the effective date of such termination the full implementation allowance. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this implementation allowance shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a – 7b(b)(3)(A). To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

Pharmacy Management Allowance: Client shall receive a pharmacy management allowance (PMA) of up to \$5.00 per Member annually, which must be utilized within the applicable year and will not carry over to the following year. This PMA allowance is to be used by Client to offset the cost of actions intended to maximize the value of the pharmacy program. Funds may be used for items including, but not restricted to, programming for customization, design and implementation of clinical or other programs, communications, documented expenses related to staff education and industry conference attendance, auditing, data integration and analytics, consulting fees (excluding market checks), and engagement of relevant vendors that impact the pharmacy program strategy and results. Client will be required to submit documentation to support the expenses for which it seeks reimbursement. If Client terminates this Agreement in breach before the end of the Initial Term, Client shall refund to OptumRx within 30 days after the effective date of such termination the full PMA allowance applicable to the year of termination. It is the intention of the parties that, for the purposes of the Federal Anti-Kickback Statute, this PMA allowance shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by Laws or contractual commitment, Client agrees to fully and accurately disclose and report any such discount to Medicare, Medicaid or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement.

B. SERVICE FEES

Term of contract:	Year 1:	01/01/2022 to 12/31/2022
	Year 2:	01/01/2023 to 12/31/2023
	Year 3:	01/01/2024 to 12/31/2024

Pass-Through				
Base Administrative Fee		\$1.45/\$1.50/\$1.55		per Net Paid Claim
EGWP Administrative Fee		\$8.50		per Member per month
Paper Claim Fees		\$2.50		Per Paper Claim plus the Base Administrative Fee
PreCheck MyScript with ePrescribing		\$0.00		per PreCheck MyScript Transaction
Retail 30 Network: BROAD				
Brand Drugs	AWP minus	19.50%/19.50%/19.50%	plus	\$0.75/\$0.75/\$0.75 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	84.50%/84.60%/84.70%	plus	\$0.75/\$0.75/\$0.75 dispensing fee
Retail 90 Network: BROAD				
Brand Drugs	AWP minus	22.00%/22.00%/22.00%	plus	\$0.00/\$0.00/\$0.00 dispensing fee
Effective Overall Generic Guarantee (ingredient cost)	AWP minus	86.00%/86.10%/86.20%	plus	\$0.00/\$0.00/\$0.00 dispensing fee
Specialty - Open Network				
Specialty Drugs - Aggregate Guarantee	AWP minus	20.25%/20.35%/20.45%	plus	\$0.00 (mail)/\$0.75 (retail) PNPC dispensing fee
Rebates (Silver Formulary)				
Client Rebate Share	Greater of 100% or			
Retail 30 - Minimum	\$205.00/\$215.00/\$230.00	Per Net Paid Brand Claim		
Retail 90 - Minimum	\$625.00/\$635.00/\$645.00	Per Net Paid Brand Claim		
Mail Service - Minimum	\$700.00/\$720.00/\$740.00	Per Net Paid Brand Claim		
Specialty - Minimum	\$1,500.00/\$1,600.00/\$1,700.00	Per Net Paid Brand Claim		

C. PRICING TERMS

- Under the Pass-Through Pricing Model, Client shall pay the actual retail pharmacy rates paid by OptumRx for Prescription Drugs electronically processed and dispensed to a Member through OptumRx's retail Pharmacy Network, which are estimated to be the effective rates set forth above. OptumRx's compensation for its services shall be the Claims Administration Fees set forth above

and a fee in an amount agreed to by the parties for any additional services authorized by Client.

2. The Member will pay the lower of (i) Member Cost-Sharing Amount, (ii) Client contracted rate, plus dispensing fee; or (iii) the pharmacy's Usual and Customary charge for the product.
3. Discounts are based on published AWP.
4. EGWP and Commercial/RDS discount and dispensing fee guarantees are measured separately but are reconciled in the aggregate.
5. EGWP and Commercial/RDS rebate guarantees are reconciled in the aggregate.
6. Discounted ingredient costs are based upon the actual 11 digit National Drug Code, specific to the quantity dispensed submitted by a Network Pharmacy at the time of adjudication.
7. Retail 90 pricing is for retail Claims with greater than 83 days' supply.
8. Discount and dispensing fee guarantees are reconciled at the aggregate level and are effective average annual rates, which may include the value of any and all other discounts, savings and reimbursements achieved. Such discount and dispensing fee guarantees are not reconciled on an individual Claim basis. Any excess discount or reimbursement delivered under any discount or reimbursement channel or component may be credited to any other discount or reimbursement contracted for under this Agreement. Any credits due to Client relating to the discount guarantees set forth above shall be issued ninety (90) days after the measurement period.
9. OptumRx will have no obligation under any financial guarantees under the contract for the contract year (that is, each 12-month period following the Effective Date) in which Client terminates, if the portion of the contract year before the effective date of Client's termination is less than 12 full months.
10. OptumRx and Client agree that for the first contract year of this Agreement any underperformance or overperformance of the financial guarantees will be offset against any overperformance or underperformance for the final period of less than 12 months of the prior agreement between the parties. Such reconciliation will be performed at the same time at the end of the first contract year of this Agreement.
11. The effective overall Generic Drug discount rate includes single source, multi-source, MAC, non-MAC and U&C Generic Drug Claims subject to the discount and dispensing fee guarantee exclusions set forth herein.
12. Compound Prescription Drug Claims, 340B Claims, Indian health services and tribal Claims, direct member reimbursement Claims, coordination of benefit Claims, long term care Claims, infusion Claims, Claims with ancillary charges such as vaccines, limited distribution products, Claims filled at in-house or Client-owned pharmacies, fraudulent Claims, and Claims filled outside the OptumRx Pharmacy Network will be excluded from the guarantees. Additionally, Claims in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and Georgia will be excluded from the guarantees. Rates may be changed if greater than 5% percent of utilization

is incurred in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, or Georgia, individually or in the aggregate.

13. Usual & Customary Claims are excluded in the discount guarantees.
14. Zero balance Claims are included in the discount guarantees prior to the application of Member Cost-Sharing Amount.
15. "Single Source Generic Drugs" are Generic Drugs that have either recently come off patent and do not generate discounts traditionally delivered by Generic Drugs, or have an exclusive Drug Manufacturer. "Non-MAC Generic Drugs" are Generic Drugs where market conditions do not allow for MAC prices to be used. MAC Generic Drugs, Single Source Generic Drugs and Non-MAC Generic Drugs will be included in the overall Generic Drug guarantee.
16. Compound Prescription Drug shall be adjudicated using the standards in the most recent version of NCPDP guidelines which includes individual multi-ingredient pricing, the lower of U&C, MAC, or AWP minus and a dispensing fee of \$10. Multi-ingredient Compound Prescription Drugs filled through NCCP approved providers may also be charged a level of effort (LOE) compounding fee based on the Claim's LOE code.
17. Certain conditions such as pharmacies with "Most Favored Nations pricing" obligations, remote area pharmacies, in-house or Client-owned pharmacies, and Client requests for additions to a selected network may result in a rate change or differential with respect to the affected pharmacy(ies) that will be passed on to Client, plus an administrative fee.
18. OptumRx may, from time to time, receive and retain reimbursement from pharmacies for its costs in connection with transmitting Claims and discounts on its own behalf from wholesalers and Drug Manufacturers as a purchaser of pharmaceutical products for its Home Delivery and Specialty Pharmacies.
19. Home Delivery pricing guarantees require an average days' supply of at least 83 days in the aggregate. No minimum charge shall apply for all Home Delivery orders.
20. Specialty guarantees cover both Claims filled at OptumRx Specialty Pharmacies and retail pharmacies.
21. Non-specialty Claims filled at OptumRx Specialty Pharmacies are reconciled under the retail guarantees.
22. Optum Specialty Pharmacy and its affiliated Pharmacies shall be the preferred specialty providers under this Agreement. Members who receive Specialty Drug Covered Prescription Services from any pharmacy other than Optum Specialty Pharmacy and its affiliated Pharmacies will be charged a copay no less than \$30 greater than the copay charged at Optum Specialty Pharmacy and its affiliated Pharmacies. Notwithstanding the foregoing, Limited Distribution Drugs that cannot be dispensed by Optum Specialty Pharmacy may be obtained from other Network Pharmacies with the applicable Optum Specialty Pharmacy copay. The Specialty Drug List will be provided to Client upon request and may be updated from time to time.
23. Retail and Mail guarantees exclude specialty claims.
24. Newly introduced pharmaceutical products will be added to OptumRx's systems and to Client's Prescription Drug coverage (provided the new product is in a category covered by the Client) promptly following receipt by OptumRx from the Pricing Source. Newly FDA-approved Specialty

products will be billed and reimbursed at the default rate of AWP – 14%.

25. OptumRx will remit to Client 100.00% of the Rebates received by OptumRx. OptumRx guarantees that the Rebates remitted to Client during a contract year shall not be less than the per Net Paid Brand Claim Rebate amounts specified in the Rebate table above ("Guaranteed Rebate Amount"). In the event that the Rebates paid to Client during a contract year are less than the Guaranteed Rebate Amount, OptumRx shall pay to Client, as an additional rebate from OptumRx, the amount of such deficiency within 180 days following the end of the contract year. OptumRx may withhold Rebates until this Agreement is signed.
26. "Rebate Credit" is a credit towards the achievement of the Rebate Guaranteed Amount. The Rebate Credit is applied in the event of a change impacting the level of rebates expected as a result of the availability of clinically comparable lower rebate drugs. The Rebate Credit is calculated as the difference in rebates between the originator brand product and rebates available on the new product (e.g. Biosimilar, an Authorized Brand Alternative, reduction of WAC on a Brand Drug subject to Rebates, launch of a lower cost Non-Generic Drug alternative). The intent of the Rebate Credit is to make the impact to the Rebate Guaranteed Amount neutral due to the Client's access of clinically comparable lower rebate drugs. The Rebate Credit does not apply to generics that launch after the Brand no longer has patent protection.
27. Core Silver Formulary (3-tier Formulary): The Guaranteed Rebate Amount is contingent upon Client's adoption, without deviation, of OptumRx's Formulary and utilization management programs. Clients must have a Rebate qualifying benefit design which includes a minimum of \$5 difference in member cost between preferred and non-preferred drugs, and that Members, after the deductible phase, must not be responsible for more than 50 percent of the ingredient cost (e.g. a 50% or more co-insurance plan).
28. Calculation of the Guaranteed Rebate Amount excludes ineligible Claims, such as:
 - a. Claims where the plan is not the primary payer;
 - b. vaccines;
 - c. Limited Distribution Drugs;
 - d. biosimilar products;
 - e. Claims approved by formulary exception;
 - f. multi-source Brand Drugs;
 - g. devices except for insulin pumps or diabetic test strips;
 - h. over the counter products;
 - i. Claims from 340B, long term care, or federal government pharmacies;
 - j. consumer card or discount card program Claims
29. OptumRx may adjust the Rebates and the Guaranteed Rebate Amount (effective as of the date of the change and in proportion to the impact) if any of the following occur: (a) if Client makes any change to its formulary, not initiated by OptumRx, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs, (b) due to the impact of unexpected releases of Generic Drugs to market or the withdrawal or recall of existing Brand Drugs or (c) if future Formulary changes reduce Rebates.
30. The Guaranteed Rebate Amount is reconciled in the aggregate annually.
31. OptumRx will pay and reconcile the Guaranteed Rebate Amount 90 days after each quarter, with the exception of the first quarter which will be paid and reconciled 180 days after the first quarter but still within the first year of the term.

32. The effective date of any changes to Rebate arrangements shall be at the beginning of a calendar quarter following the Effective Date of this Agreement.
33. Rebates and the Guaranteed Rebate Amount is contingent on the adoption by Client of OptumRx's Formulary and Formulary management programs (including utilization management), provided that Client may continue Continuity of Therapy Utilization (as defined below) without affecting the minimum guarantees. Rebates with respect to Continuity of Therapy Utilization shall be (a) 100 percent Pass-Through; and (b) subject to the minimum guarantees until the earlier of April 1, 2022, or the date that Client makes any change to its Formulary not initiated by OptumRx, or any material change to its Benefit Plan; or adopts any Formulary or utilization management program other than one of the options offered by OptumRx under its Formulary or utilization management programs. For purposes of the two preceding sentences, "Continuity of Therapy Utilization" means the continued utilization of a Prescription Drug that is not on OptumRx's Formulary by a Member who was a member on or before the Effective Date of this Agreement ("Continuity of Therapy Member"); provided, that such utilization by the Continuity of Therapy Member began on or before the Effective Date of this Agreement and qualified for coverage under the predecessor pharmacy benefit manager's formulary.
34. POS Discounts: Client elects to implement a point of sale discount strategy as part of its Benefit Plan design. During the deductible or coinsurance phase of the Client's Benefit Plan design, for each paid Claim for a Brand Drug eligible for a Rebate under this Agreement, on behalf of Client, OptumRx will apply a discount at the point of sale (retail, home delivery and specialty) to reduce the price of the Prescription Drug charged to the Member ("POS Discount"). Such POS Discounts will be applied at the NDC 11 drug level and Rebates are estimated based on Drug Manufacturer agreements, market intelligence, assumptions regarding future Rebate yields, and the POS Discount rate set forth above. OptumRx shall invoice Client for POS Discounts with invoices for Prescription Claims.
35. OptumRx and Client will mutually agree to modify or amend the financial provisions of this Agreement in the event of an external event or industry change impacting OptumRx's performance under the Agreement, including but not limited to: (a) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that makes OptumRx's performance of its duties hereunder materially more burdensome or expensive, including changes to the AWP benchmark or methodology; or (b) the unexpected movement of a branded product to off-patent or if Generic Drugs, Authorized Brand Alternative Drugs, low priced Brand Drugs or over-the-counter substitutes become available; or (c) if there is a change impacting the availability or amount of Rebates offered by Drug Manufacturers, including changes related to the elimination or material modification of a Drug Manufacturer's historic models or practices related to the provision of Rebates.
36. OptumRx reserves the right to modify or amend the financial provisions of this Agreement if any of the following occur: (i) a change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Agreement are based, including a change in the Plan Specifications or the exclusion of a service line (i.e. retail & Home Delivery) from Client's service selection; (ii) a change of greater than 10% in the total number of Members from the number provided to OptumRx during pricing negotiations upon which the financial provisions included in this Agreement are based; (iii) any substantive change in Client's formulary, Member Cost Share, Benefit Plan design, exclusions, utilization management programs, or administrative edits, which may impact Rebates from Drug Manufacturers; or (iv) OptumRx is no longer the preferred Specialty Pharmacy provider. For modifications or amendments made pursuant to (i), (ii), (iii), or (iv) above, Client agrees to provide OptumRx at least ninety (90) days' notice prior to making any changes. In

the event the pricing needs to be modified, OptumRx shall provide Client with notification of any pricing modifications 45 days prior to implementation.

37. The financial guarantees set forth in this exhibit are subject to all of the terms contained in this exhibit.
38. Claims filled at multi-pack pharmacies, including Optum affiliated multi-pack pharmacies, are included in the Retail 30 guarantee

D. ADDITIONAL SERVICES

Certain services as indicated below are not included in the standard Administrative Fee and are available for an additional charge. This is not an inclusive list. OptumRx may charge for any products or services not specifically represented herein. Clinical Services are listed in the most recently executed Clinical Documentation Form.

Additional Fees as Applicable	
Clinical Program Fees	Please refer to the Clinical Documentation Form for associated fees
Print Services and Fees	Print services and fees can be found on the Print Services Form which is signed by the Client.
PreCheck MyScript ePrescribing	Included in Standard Services
Variable Copay Program	\$0.15 PMPM
Client Website Additional Users	Five users included, \$400 per year per additional user
Direct Member Reimbursement (DMR)	\$2.50 per processed paper claim plus the Administrative Fee
Ad-hoc Reporting	\$150 per hour, with a minimum of \$500
ID cards - Subsequent mailings, replacements, or additional	\$2 per ID card plus postage, shipping and handling
Custom Mailings	Production plus postage, shipping and handling
Retail Pharmacy Audit Administration	No administrative or retention fees
RxTRACK License Fee	\$500 per seat annual fee
RDS Support Services	\$1.25 PMPM
Integrated Accumulator - Near Real Time Method	\$0.15 PMPM
Enrollment / Finance Functions	Included in EGWP Fee
Standard Client Reporting	Included in EGWP Fee
Explanation of Benefits (EOB)	Standard Package included in EGWP fee. Customization requirements may incur additional fees for production and postage.
CMS compliant document monthly print and mail (where applicable)	Included in EGWP Fee
Spanish translated EOB, per Eligible Participant's request	Included in EGWP Fee
Client variable information (plan logo, hours of operation, customer service information)	Included in EGWP Fee
Programming changes as required for CMS requirements.	Included in EGWP Fee
Data management and processing	Included in EGWP Fee
Application to enter formulary change information and message to appear on EOBs	Included in EGWP Fee
Viewer tool for OptumRx call center	Included in EGWP Fee
Document retention on-line for 18 months and 10 year archiving	Included in EGWP Fee

Transition Member Services	Included in EGWP Fee
Eligible Participant and Physician letter	Included in EGWP Fee
Daily Transmission Claims Data file	Included in EGWP Fee
Programming changes as required for CMS requirements	Included in EGWP Fee
Data management and processing	Included in EGWP Fee
Daily transition file(s), critical error if applicable	Included in EGWP Fee
Eligible Participant or customer inquiry support	Included in EGWP Fee
PDE Management	Included in EGWP Fee
CMS Attestations	Included in EGWP Fee
PDE Creation	Included in EGWP Fee
Error oversight, trend analysis, and prevention	Included in EGWP Fee
Error resolution support and best practices	Included in EGWP Fee
PDE reprocessing as required	Included in EGWP Fee
CMS report distribution (i.e. P2P, Accum)	Included in EGWP Fee
Programming as needed for CMS required changes	Included in EGWP Fee
Reports (i.e. summary, statistics, pre-edit errors)	Included in EGWP Fee
Report Catalog of CMS generated files	Included in EGWP Fee
Clinical Programs	Included in EGWP Fee
CDUR & Level 1 (THERDOSE)	Included in EGWP Fee
Medicare Drug Management Program	Included in EGWP Fee
Overutilization Monitoring System	Included in EGWP Fee
RDUR Star Focused	Included in EGWP Fee
EGWP Medication Therapy Management	Included in EGWP Fee
Basic Medication Adherence (Late to refill IVR) is not required under Part D, but we automatically include it in our standard EGWP offering.	Included in EGWP Fee
Medicare Fraud, Waste, and Abuse Program	Included in EGWP Fee
Medication Error Identification and Reduction (MEIR)	Included in EGWP Fee
E-Prescribing Services	Included in EGWP Fee
Opioid Risk Management - Medicare Member Education Program	Included in EGWP Fee
Prior Authorizations (includes clinical Prior Authorization and B vs. D coverage determinations)	\$50 per Prior Authorization
Grievances (pharmacy benefit related grievance)	Included in EGWP Fee
Re-determination of coverage (second level appeals) - Medical or Administrative	Included in EGWP Fee
OptumRx Base Formulary	Included in EGWP Fee
Print Fulfillment (as applicable)	
ID Cards	Standard Package included in EGWP fee. Customization requirements may incur additional fees.
Welcome Kits	Standard Package included in EGWP fee. Customization requests must be approved by OptumRx-EGWP and may incur additional fees.
ANOC/Evidence of Coverage (EOC) Mailing / Fulfillment	Standard Package included in EGWP fee. Customization requirements may incur additional fees
	Included in EGWP Fee
Summary of Benefits & Opt Out letter	Included in EGWP Fee
Geo-Coded Pharmacy Directories	Included in EGWP Fee
Formulary Drug List	Included in EGWP Fee

Payment distribution to Eligible Participants and LTC's for adjustments that identified previous overpayments of the Eligible Participant cost share / Drug Refund Checks	Included in EGWP Fee
Other Eligible Participant or physician communications	Production and Postage at cost
Eligible Participant requested materials	Production and Postage at cost
Medicare Secondary Payer Letters/Survey	Included in EGWP Fee
All CMS-required CMS Transaction Reply Code (TRC) letters (post enrollment; including disenrollment, LEP, LIS, etc.)	Included in EGWP Fee
Return Mail Charge	Included in EGWP Fee
Add-On Medicare Part D Services	
Specialized support for Medicare Post-enrollment Calls (Benefits, eligibility, EOB review, letters, claim resolution)	Included in EGWP Fee
Manual Eligibility Data entry	\$0.50 per record
Loading of the required 3-6 months of pharmacy data	Included in EGWP Fee
Website with standard design: Access for Eligible Participants and Physicians.	Included in EGWP Fee
Custom Website Development	\$250 per Hour
PBP And Plan Changes	Included in EGWP Fee
Batch processing of client-caused/initiated adjustments (includes analysis and preparation of data files for processing, adjustment of TrOOP/Drug Spend balances and creation of overpayment and underpayment reports as appropriate)	Included in EGWP Fee
Coordination of Benefits with SPAP's or other mandated programs	Included in EGWP Fee
GeoAccess report (in excess of one annually provided in Core Services)	\$5,000 per Report
DMR Coverage letter (paper claim)	Included in EGWP Fee

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is incorporated into and made part of the services Agreements (collectively, the "**Agreement**"), by and between OptumRx, Inc., on behalf of itself and its subsidiaries and affiliates ("**Business Associate**"), and City of Bridgeport and the Bridgeport Board of Education ("**Covered Entity**"), that involve the use or disclosure of PHI (as defined below). The parties agree as follows.

1. **DEFINITIONS.** All capitalized terms used in this BAA not otherwise defined herein have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented (collectively, "**HIPAA**").
 - 1.1 "**Breach**" means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, subject to the exclusions in 45 C.F.R. § 164.402.
 - 1.2 "**PHI**" means Protected Health Information, as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received, created, maintained or transmitted on behalf of, Covered Entity.
 - 1.3 "**Privacy Rule**" means the federal privacy regulations, and "**Security Rule**" means the federal security regulations, as amended, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A, C & E).
 - 1.4 "**Services**" means the services provided by Business Associate to Covered Entity to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI.
2. **RESPONSIBILITIES OF BUSINESS ASSOCIATE.** With regard to its use and/or disclosure of PHI, Business Associate agrees to:
 - 2.1 not use and/or further disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and in compliance with the applicable requirements of 45 C.F.R. § 164.504(e), or as Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
 - 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.
 - 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for in this BAA and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(i)(C). For the purposes of reporting under this BAA, a reportable "**Security Incident**" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks).
 - 2.4 report to Covered Entity within ten (10) business days: (i) any Breach of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C). Business Associate shall provide to Covered Entity a description of the Breach and a list of Individuals affected (unless Covered Entity is a plan sponsor ineligible to receive PHI). Business Associate shall provide required notifications to Individuals and the Media and Secretary, where appropriate, in

accordance with the Privacy Rule and with Covered Entity's approval of the notification text. Business Associate shall pay for the reasonable and actual costs associated with those notifications and with credit monitoring, if appropriate.

- 2.5 in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI, including complying with the applicable Security Rule requirements with respect to ePHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(I).
- 2.7 within ten (10) business days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or an Individual information necessary for an accounting of disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.
- 2.8 provide access to Covered Entity or an Individual, within ten (10) business days after receiving a written request from Covered Entity or an Individual, to PHI in a Designated Record Set about an Individual, sufficient for compliance with 45 C.F.R. § 164.524.
- 2.9 to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within ten (10) business days after a written request by Covered Entity or an Individual, PHI for amendment and incorporate any amendments to the PHI as requested in accordance with 45 C.F.R. § 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY. Covered Entity:

- 3.1 shall identify the records it furnishes to Business Associate that it considers to be PHI for purposes of the Agreement and provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 in the event that the Covered Entity honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or makes revisions to its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520 that increase the limitations on uses or disclosures of PHI or agrees to a request by an Individual for confidential communications under 45 C.F.R. § 164.522(b), Covered Entity agrees not to provide Business Associate any PHI that is subject to any of those restrictions or limitations, unless Covered Entity notifies Business Associate of the restriction or limitation and Business Associate agrees in writing to honor the restriction or limitation.
- 3.3 shall be responsible for using administrative, physical and technical safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, in accordance with the requirements of HIPAA.
- 3.4 shall obtain any consent or authorization that may be required by applicable federal or state laws prior to furnishing Business Associate the PHI for use and disclosure in accordance with this BAA.
- 3.5 if Covered Entity is an employer sponsored health plan, Covered Entity represents that to the extent applicable, it has ensured and has received certification from the applicable Plan Sponsor that the Plan Sponsor has taken the appropriate steps in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) to enable Business Associate on behalf of Covered Entity to disclose PHI to Plan Sponsor, including but not limited to amending its plan documents

to incorporate the requirements set forth in 45 C.F.R. § 164.504(f)(2) and 45 C.F.R. § 164.314(b). Covered Entity shall ensure that only employees authorized under 45 C.F.R. § 164.504(f) shall have access to the PHI disclosed by Business Associate to Plan Sponsor.

4. **PERMITTED USES AND DISCLOSURES OF PHI.** Business Associate may:

- 4.1 use and disclose PHI as necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures are Required by Law or any third party to which Business Associate discloses PHI provides written assurances that: (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law; and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached, in accordance with 45 C.F.R. § 164.504(e)(4).
- 4.3 De-identify any PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use PHI for Research projects conducted by Business Associate, its Affiliates or third parties, in a manner permitted by the Privacy Rule, by obtaining documentation of individual authorizations, an Institutional Review Board, or a privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1), and providing Covered Entity with copies of such authorizations or waivers upon request.
- 4.6 make PHI available for reviews preparatory to Research in accordance with the Privacy Rule at 45 C.F.R. § 164.512(i)(1)(ii).
- 4.7 use the PHI to create a Limited Data Set ("**LDS**") and use or disclose the LDS for the health care operations of the Covered Entity or for Research or Public Health purposes as provided in the Privacy Rule.
- 4.8 use and disclose PHI for Covered Entity's health care operations purposes in accordance with the Privacy Rule.

5. **TERMINATION**

- 5.1 Covered Entity may terminate this BAA and the Agreement if Business Associate materially breaches this BAA, Covered Entity provides written notice of the breach to Business Associate, and Business Associate fails to cure the breach within the reasonable time period set by Covered Entity.
- 5.2 Within thirty (30) days after the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that return or destruction of the PHI is not feasible, Business Associate may retain the PHI subject to this section 5.2. Business Associate shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses and/or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

6. **MISCELLANEOUS.** The terms of this BAA shall be construed to allow Covered Entity and Business Associate to comply with HIPAA. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Sections 4 and 5.2 shall survive the expiration or termination of this BAA for any reason.
7. **NOTICES.** Notwithstanding the notice provision in the Agreement, all notices given in connection with this BAA shall be provided to the contact(s) set forth below. In the event Covered Entity does not have a contact set forth below, then all notices given in connection with this BAA shall be provided in accordance with the notice provision in the Agreement.

To Covered Entity:

Benefits Office
City of Bridgeport and the Bridgeport Board of Education
45 Lyon Terrace
Bridgeport, CT 06604
[Phone Number]
[Email Address]

To Business Associate:

OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173-6801
Email: privacy@optum.com

EXHIBIT E

PERFORMANCE GUARANTEES

OptumRx is placing \$10 per Member at risk for all implementation performance guarantees and \$10 per Member at risk annually for all ongoing performance guarantees.

Unless otherwise indicated in this exhibit, the following performance guarantees apply to pharmacy benefits beginning on the Effective Date of the Agreement. These performance guarantees will become effective upon the later of (1) the Effective Date provided that the Effective Date is the first day of a calendar quarter; or (2) the first day of the next calendar quarter after the Agreement is signed by both parties. With respect to the aspects of OptumRx's performance addressed in this exhibit, the penalty amounts set forth herein are Client's exclusive remedies under the Agreement. OptumRx reserves the right from time to time to replace or change the report format and/or report name of any report referenced in these performance guarantees. In such an event, the performance guarantees will be modified to the extent reasonably necessary to carry out the intent of the parties. OptumRx shall not be required to meet any of the performance guarantees provided for in this exhibit to the extent OptumRx's failure is due to the action or inaction of Client or other third party, change in law or due to any other cause beyond OptumRx's reasonable control, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot or insurrection.

Implementation Guarantees: OptumRx will measure implementation performance guarantees and report results to Client within 90 calendar days after the later of 1) the Effective Date or 2) the date that the Agreement is signed by both parties, provided that Client has notified OptumRx to implement pharmacy benefits at least 90 calendar days in advance of the Effective Date. Any implementation performance guarantee penalty amounts due will be paid within 30 calendar days after the results are delivered and the amounts due are settled. The implementation performance guarantee amount at risk will be allocated evenly, unless otherwise mutually agreed upon at least 30 calendar days prior to the Effective Date.

Ongoing Performance Guarantees: OptumRx will provide ongoing performance guarantee reports to Client within 45 calendar days of the end of each calendar quarter. Unless otherwise indicated, penalties will be calculated annually based upon aggregate annual results. Any ongoing performance guarantee penalty amounts due will be paid within 30 calendar days after year end results are delivered and the ongoing penalty amount settled. Partial year guarantees will be prorated on a calendar quarter basis. Client may allocate up to 20% and must allocate at least 4% on each ongoing performance guarantee, however, the total allocations must not exceed 100% of the aggregate amount at risk. In the event Client does not provide initial ongoing performance guarantee allocations, OptumRx will allocate the annual ongoing performance guarantee amount at risk evenly across each ongoing performance guarantee. Client can reallocate ongoing performance guarantee dollars each year, but allocations must be provided to OptumRx no later than 30 calendar days prior to the anniversary of the Effective Date of the Agreement.

Guarantee Name	Target	Performance Guarantee Description	Measurement	Amount at Risk
Implementation Guarantees				
Initial Eligibility File Processing Accuracy	100%	100% of initial eligibility data will be tested as accurate according to mutually agreed upon implementation milestones and mutually agreed upon file formats.	Client-specific 60 days post-implementation	20%
ID Card Production Timeliness	>=99% within 10 business days	At least 99% of initial ID cards will be mailed within 10 business days of receipt of clean eligibility data. Assumes standard member communication packets are used, Client has approved all member materials, and Client has provided clean eligibility data to OptumRx by the due date according to mutually agreed upon implementation milestones.	Client-specific 60 days post-implementation	20%
ID Card Accuracy	100%	100% of ID cards produced will contain complete and accurate information based on the eligibility data received.	Client-specific 60 days post-implementation	20%
Benefit Implementation Accuracy	>=98%	At least 98% of benefit plan designs will be implemented accurately provided that Client adheres to all implementation milestone requirements consistent with meeting agreed upon timeframes.	Client-specific 60 days post-implementation	20%
Implementation Satisfaction	"Met"	OptumRx Implementation Satisfaction will be considered "Met" when plan designs and production ready eligibility files are implemented by the date(s) in the mutually agreed upon implementation plan. This guarantee assumes that the Client agrees to and meets all implementation milestones consistent with meeting this timeframes.	Client-specific 60 days post-implementation	20%

Guarantee Name	Target	Performance Guarantee Description	Measurement	Amount at Risk
Ongoing Performance Guarantees				
Member Satisfaction – Voice of the Customer Survey	>=90% >=Satisfied	Overall member satisfaction survey results will be “Satisfied” or greater for at least 90% of respondents. Member satisfaction results will be measured by the responses to OptumRx’s member post-call “Voice of the Customer” satisfaction survey.	OptumRx Book-of-business	25%
First call Resolution	>=90%	At least 90% of non-specialty member calls will be resolved during the initial call to the OptumRx customer service advocate (CSA).	OptumRx Book-of-business	25%
Home Delivery Prescription Dispensing Accuracy	>=99.95%	The percentage of home delivery pharmacy prescriptions dispensed with no errors will be at least 99.95%.	OptumRx Book-of-business	25%
Home Delivery Prescription Dispensing Timeliness - Intervention	<=5 business day average	Non-routine prescription orders will be shipped within an average of 5 business days.	OptumRx Book-of-business	25%

EXHIBIT F

EGWP SERVICES ADDENDUM

This Employer Group Waiver Plan ("**EGWP**") Services Addendum (the "**EGWP Addendum**") is entered into on January 1, 2022 between Optum Insurance of Ohio, Inc. ("**Administrator**") and City of Bridgeport and the Bridgeport Board of Education ("**Client**"). Administrator shall commence processing claims under this EGWP Addendum on January 1, 2022 (the "**EGWP Commencement Date**").

WHEREAS, Administrator has entered into an EGWP 800 Series Contract with the Centers for Medicare & Medicaid Services ("**CMS**") dated October 3, 2006, as amended (the "**CMS Contract**"); and

WHEREAS, Administrator is a Medicare Prescription Drug Plan (PDP) Sponsor and provides, through itself and its downstream entities, EGWP services to those retired employees or dependents of such retired employees who have met CMS regulations and guidance requirements to enroll in the EGWP; and

WHEREAS, Client is a union or employer group or trustee(s) of a fund who desires to contract with Administrator for EGWP services for its retired employees or dependents of such retired employees who have not opted out of enrollment in Client's EGWP and who have met CMS regulations and guidance requirements to enroll in the EGWP;

NOW THEREFORE, the parties agree as follows:

Defined terms used throughout the Prescription Drug Benefit Administration Agreement between Administrator or its affiliate and Client (the "**Agreement**") within this EGWP Addendum and terms of the Agreement, to the extent not otherwise addressed herein, are incorporated herein by reference. Any term capitalized in this EGWP Addendum and not defined shall be defined as it is in the CMS Medicare Part D Prescription Drug Benefit Manual ("**Guidance**") and/or the CMS Medicare Managed Care Manual.

1. OBLIGATIONS OF ADMINISTRATOR

- 1.1 **EGWP PBM Services**. Administrator shall provide, through its affiliated PBM providing services to Client, claims processing, retail, home delivery pharmacy, Specialty pharmacy, and Rebate services as detailed in **Exhibit B** (PBM Services) of the Agreement and additionally in accordance with CMS requirements for Client's EGWP Eligible Participants. "**Participants**", "**Eligible Members**", "**Members**", "**Eligible Members**" or "**Enrollees**" shall mean those retired employees or dependents of such retired employees who have met CMS regulations and guidance requirements to enroll in the EGWP and have not opted out of enrollment in Client's EGWP. The parties agree to the Compensation for the EGWP PBM Services as set forth on **Exhibit C-1** (EGWP Compensation Exhibit).
- 1.2 **Pharmacy Network**. Administrator will maintain a pharmacy network, which shall meet the pharmacy access requirements set forth in 42 C.F.R §423.120, as applicable to EGWPs, or other requirements as mandated by the CMS Contract.
- 1.3 **EGWP Formulary Services; CMS Approved EGWP Standard Formulary**. Administrator shall create and publish a CMS-approved EGWP standard Formulary (the "**EGWP Standard Formulary**") which shall be compliant with the Medicare Part D prescription drug program requirements and other applicable rules and regulations promulgated by CMS. Such EGWP Standard Formulary will be solely managed by Administrator and will include monthly management to accommodate new products to the marketplace.

1.4 Pharmacy and Therapeutics (“P&T”) Committee. The Administrator P&T Committee is an external advisory committee comprised of healthcare professionals (physicians, pharmacists, nurses, etc.) that is responsible for managing and administering the EGWP Standard Formulary, including utilization management strategies. The P&T Committee will develop, maintain, and review the EGWP Standard Formulary and other Administrator formularies at least annually to ensure that the formularies are appropriate based on existing pharmacy practices and CMS requirements. Any requested customization of the EGWP Standard Formulary must be reviewed and approved by the Administrator Pharmacy & Therapeutics Committee, shall be subject to additional fees and may impact Rebates.

1.5 EGWP Specific Clinical Services. Administrator will provide Concurrent Drug Utilization Review, Prior Authorization, and Clinical Communication services described in **Exhibit B** (PBM Services) of the Agreement. Client acknowledges that Administrator may contact prescribers, as appropriate, to obtain approval for substitution of formulary drugs and contact Participants regarding medication adherence, education or similar programs. The EGWP Clinical Services below will be provided under this EGWP Addendum, which are subject to change in the event of changes in CMS requirements, which may result in changes in Compensation:

1.5.1 Administrator Medication Therapy Management Program. The Administrator Part D Medication Therapy Management (“**MTM Program**”) consists of Administrator (in conjunction with necessary third parties) performing a MTM review designed to meet the CMS MTM Program requirements set forth in 42 CFR §423.153(d) and subsequent sub-regulatory guidance. This set of guidance outlines requirements designed to ensure that medications prescribed to Participants meet specific clinical criteria appropriately used to optimize therapeutic outcomes through improved medication use, and to reduce the risk of adverse events. Administrator will identify Participants based on the criteria submitted to CMS and will, if applicable, recommend changes in such Participants’ drug regimens to the prescribing physicians and/or the dispensing pharmacists, and outreach to Participants to complete the Comprehensive Medication Review (CMR) consultation. The Administrator Part D MTM Program consists of rules and support features offered by Administrator to optimize therapeutic outcomes, including those rules that assist in optimizing certain performance measures set by CMS in its Five-Star Quality Rating System. This is a mandatory program in order to comply with CMS regulations.

1.5.2 Administrator Basic Retrospective Drug Utilization Review (DUR) Program. The Administrator Retrospective DUR Program consists of Administrator (in conjunction with necessary third parties) performing a retrospective review of Eligible Participants’ prescription claims and, if available and agreed to by the parties, medical data, to evaluate the appropriateness of each Eligible Participants’ therapy based upon generally accepted current clinical pharmacy practices and guidelines. In the event Administrator identifies clinical concerns regarding an Eligible Participant’s drug regimen, Administrator will communicate its findings to the prescribing physician and/or the dispensing pharmacist. Client acknowledges that services under this program shall be limited to basic retrospective review. This is a mandatory program in order to comply with CMS regulations.

1.5.3 Administrator Medicare Part D Retrospective Opioid Overutilization Program. The Administrator Medicare Part D Retrospective Opioid Overutilization Program consists of Administrator (in conjunction with necessary third parties) performing a retrospective review of Eligible Participants’ prescription claims and, if available and agreed to by the parties, medical data, to identify Eligible Participants filling multiple prescriptions written by different prescribers and dispensed at different pharmacies as it relates to opioid narcotic medications that exceed all medically-accepted norms of dosing. In the event Administrator identifies clinical concerns

regarding an Eligible Participant's drug regimen, Administrator will communicate its findings to the prescribers. Administrator will provide case management which will include the necessary outreaches to the prescriber, referral for any identified fraudulent activity, implementation of point of sale edits, and beneficiary and prescriber notifications. These programs may be subject to change based on CMS requirements.

1.5.4 **Administrator Basic Medicare Quality (Stars) Program.** Administrator creates and manages a set of programs designed to maximize Medicare Star ratings. The Medicare Five Star program was established by CMS to provide plan-to-plan comparisons of several critical measures of health plan quality and performance. These Star ratings monitor performance on several operational, compliance, and clinical measures. Examples of programs to support Stars include medication adherence programs, therapeutic interventions for specific disease states, and member satisfaction programs. These programs require written or telephonic contact with Participants in Client's plan and/or their prescribing physicians. Administrator will provide Client with de-identified copies of any messaging communicated to Participants.

1.5.5 **Electronic Prescribing (E-prescribing) Services.** Administrator shall provide E-prescribing services, which shall be limited to eligibility information, medications history, and formulary benefit management. "**E-prescribing**" program shall mean the electronic transmittal of prescriptions and certain other information required for drugs prescribed for Eligible Participants with designated uniform standards as set forth under Chapter 7 of the Guidance. This is a mandatory program in order to comply with CMS regulations.

1.6 **Actuarial Equivalence Requirements.** Administrator will not be subject to the actuarial equivalence requirements set forth in 42 C.F.R §423.104(e)(5) with respect to the EGWP and may provide coverage deemed to be actuarially less than defined standard Medicare prescription drug coverage between the deductible and initial coverage limit. Administrator affirms that its basic prescription drug coverage under the EGWP will satisfy all of the other actuarial equivalence standards set forth in 42 C.F.R §423.104, including but not limited to the requirements set forth in 42 C.F.R §423.104(e)(3) that the EGWP has a total or gross value that is at least equal to the total or gross value of defined standard coverage.

1.7 Client Group Enrollment Process.

1.7.1 Administrator shall enroll and disenroll Participants into the EGWP in accordance with applicable CMS regulations and guidance. Client will enroll Part D eligible individuals eligible for its EGWP through a group enrollment process (i.e., Client provides electronic files) and in accordance with Client's eligibility requirements for participation in the EGWP; as such, Administrator will not be subject to the individual enrollment requirements (i.e., paper, online, broker, fax, telephonic enrollment) set forth in 42 C.F.R §423.32(b). Administrator agrees that all Part D eligible individuals eligible for the EGWP will be advised that Client intends to enroll Participants into the EGWP through a group enrollment process unless the individual opts out of such enrollment. The parties acknowledge that the information must include a summary of benefits offered under the EGWP, an explanation of how to get more information on such plan, and an explanation of how to contact Medicare for information on other Part D plans that might be available to the individual. The parties acknowledge that, except in cases of retroactive enrollment, all such individuals will be provided this information at least ninety (90) days in advance of the individuals enrollment in the EGWP in order to comply with CMS requirements for notifying individuals at least twenty-one (21) days prior to the effective date of the individual's enrollment in the EGWP, provided Administrator has timely received a full/complete and accurate application for the

Participant(s) via Client's electronic Eligible Participant File. The parties agree that enrollment information shall be submitted to CMS only by Administrator. All CMS enrollment requirements are managed by Administrator (e.g. Opt Out, Returned Mail, Out of Area, etc.) in order to support compliance with CMS requirements and are not subject to delegation to Client. In addition, Client must provide Client's initial Participant full file no less than sixty (60) days prior to the EGWP Commencement Date.

1.7.2 Administrator shall submit the Participant File received from Client (as set forth in section 2.3 of this EGWP Addendum) to CMS for enrollment or disenrollment in the Plan within the time frame specified by CMS. Upon receipt of confirmation of acceptance, denial or rejection of an individual from CMS, Administrator shall load the accepted Eligible Participants into (and rejected or disenrolled Participants from) the Plan and report the rejected or denied members back to Client for correction or other action. Client agrees to review and process all Participant file load errors upon initial return of the file from Administrator. Such review, processing and resubmission must take place no later than seven (7) days following notification from Administrator to Client of any Participant File load errors. If Client is utilizing the services of a third party eligibility vendor to provide the eligibility services, or to review and correct the reject/denial reporting provided by Administrator, Client affirms that it has policies and procedures in place to ensure such third party submits accurate, complete, and timely files to ensure Participants are timely enrolled or disenrolled pursuant to CMS regulations. Client maintains accountability for overseeing Client's third-party eligibility vendor and shall work with Administrator to address and remediate any issues associated with such third party eligibility vendor. Administrator shall not be liable for any prescriptions filled or processed for any ineligible persons due to incorrect or untimely eligibility data provided to Administrator by Client.

1.8 **CMS Reporting.** Administrator shall produce and submit prescription drug event (PDE) files, HPMS reporting, and other required reporting to CMS as part of Administrator's obligation as a PDP Sponsor. Client must address all eligibility-related rejections in a timely manner to ensure Administrator meets all CMS timeframes for submitting corrected PDE files during the plan year and prior to the end of the annual CMS reconciliation process in June.

1.9 Eligible Participant Services.

1.9.1 **Eligible Participant Customer Service.** Eligible Participant customer service provides Participants with information regarding pharmacy locations, eligibility, drug coverage, copays/deductibles/out-of-pocket maximums, coverage determinations, appeals process in accordance with any applicable CMS regulations and guidance, direct member reimbursement instructions, claims status and general information regarding the Participant's prescription benefit plan as established by the Client. Where applicable, customer service support may include outreach to Participants to obtain required information needed to continue processing the Participant enrollment into the EGWP, or to confirm such information. Participant customer service is available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year (including for TTY and non-English speaking Participants). Administrator also utilizes a third-party vendor for CMS enrollment activities including enrollment inquiries, updating COB and address change information, LEP inquiries and attestations, enrollment communications, etc. that are separate and distinct from Administrators call center.

1.9.2 **Participant Materials.** Administrator shall develop and mail Participant materials (except for the SPD if Client is governed by ERISA) as required by 42 C.F.R 423.128 unless Client is subject to ERISA. If Client is subject to ERISA, Client attests that it is in full compliance with all applicable ERISA laws and regulations and agrees to provide

attestation or reasonable documentation to support compliance upon reasonable the written request of Administrator or CMS including the provision of Client's current Summary Plan Description ("**SPD**") including any material modifications if applicable for review to ensure consistency with CMS required Participant Materials. Administrator shall post the SPD to the Client's portal for review by Participants at Client's request. Such materials will consist of CMS compliant model templates. These materials may only be customized using Client branding, Client contact information (where required) and Client variable paragraphs that explain any Client-specific eligibility/plan rules. Administrator may update materials from time to time to comply with CMS requirements or due to changes in Administrator processes. Administrator will provide Client with template copies of such materials, including any updated materials. Should Client send any additional materials to Participants, such materials must first be approved by Administrator. As set forth under the CMS Contract, the parties agree that, with respect to the EGWP, Administrator will not be subject to the information requirements set forth in 42 C.F.R §423.48 and the prior review and approval of marketing materials and enrollment forms requirements by CMS set forth in 42 C.F.R §423.2260. Administrator will be subject to all other dissemination requirements contained in 42 C.F.R §423.128 and in CMS guidance, including Guidance Chapter 2 "Medicare Marketing Materials Guidelines for Medicare Advantage Plans (MAs), Medicare Advantage Prescription Drug Plans (MA-PDs), Prescription Drug Plans (PDPs), and 1876 Cost Plans" as amended (hereinafter "**Chapter 2**"), Chapter 12 "Employer/Union Sponsored Group Health Plans" as amended (hereinafter "**Chapter 12**"), and Guidance Chapter 3 Eligibility, Enrollment, Disenrollment" as amended (hereinafter "**Chapter 3**"). Additionally, as set forth in the CMS Contract, the dissemination requirements set forth in 42 C.F.R §423.128 will not apply with respect to the EGWP if Client is subject to alternative disclosure requirements (e.g., the Employee Retirement Income Security Act of 1974 ("**ERISA**") and fully complies with such alternative requirements. Compensation for such Participant materials are further detailed in the EGWP Compensation Exhibit. In the event that Client makes modifications to Participant Materials subsequent to final approval and implementation, any costs associated with the revision and mailing of such updated materials shall be billed to Client unless due to Administrator error.

- 1.10 **Ancillary Services.** If Client requests additional or ancillary EGWP services, including consultative services, other than those described herein, Administrator shall attempt to accommodate Client at a mutually agreed upon rate under a separate Agreement or amendment signed by the parties prior to the performance of services.

2. **CLIENT OBLIGATIONS**

- 2.1. **Plan Design Specifications.** Client will provide a Plan Design Document for the EGWP plan administered by Administrator in sufficient detail to permit Administrator to perform its duties and obligations under this EGWP Addendum. Client shall have the ultimate responsibility for approving any pharmacy benefit plan design; however, Client's Plan Design must be compliant with CMS requirements. If Administrator determines that any aspect of Client's Plan Design does not meet CMS requirements, Administrator will notify Client to discuss changes needed to bring the Plan Design into compliance. Administrator retains sole authority for determining whether Client's Plan Design meets CMS compliance requirements. Administrator shall provide reasonable support in pharmacy benefit plan development, set up and administration on behalf of Client. If requested by Client, Administrator shall provide actuarial services to Client for the purpose of plan design recommendations and development at a mutually agreed upon fee. Administrator will establish and maintain pharmacy benefit plan designs as requested by Client via plan implementation documents provided and approved in writing by Client. Client and Administrator shall mutually agree on the format of the implementation documents. Any

changes to the Plan Design Document will be submitted by Client to Administrator through a revised Plan Design Document no less than one hundred twenty (120) days prior to the intended implementation by Client to permit a timely implementation and minimal disruption of services to Eligible Participants. Client acknowledges that nothing in this EGWP Addendum shall be deemed to confer upon Administrator the status of fiduciary as defined in the Employee Retirement Income Security Act of 1974, as amended. All reasonably necessary Client documents (e.g. implementation form, benefit design specifications, etc.) must be signed by Client before any plan benefits will be implemented. Once the plan design document has been approved for the upcoming plan year, no additional changes shall be permitted. Should there be any plan design changes after approval and implementation, the Client shall be responsible for any costs associated with such changes, if applicable including changes to Participant Materials noted in section 1.9.2 above.

2.2. Enrollment of Participants.

- 2.2.1. Enrollment in the EGWP shall be restricted to those Part D Eligible Participants (and/or their Part D eligible spouses and/or dependents) for Client's employment-based retiree prescription drug coverage. Administrator agrees to provide basic prescription drug coverage, as defined under 42 C.F.R §423.100, under the EGWP, in accordance with Subpart C of 42 C.F.R Part 423.
- 2.2.2. By submitting a Participant to PBM for enrollment, Client validates and attests that all Participants permanently reside within the United States, District of Columbia, U.S. Virgin Islands, American Samoa, Northern Mariana Islands or the Territories of Puerto Rico or Guam. Client agrees that prior to submitting a Participant to Administrator for enrollment, Client must validate that Participant is Part D eligible and that Participant meets Client's plan requirements for an Eligible Participant. Client agrees Participant enrollment and disenrollment requests will be submitted to Administrator prospectively and must be accurate and complete records (included all Medicare required information such as the Participant's Medicare ID/HICN/MBI and EGWP Commencement Date). Administrator requires Client to comply with the enrollment and eligibility requirements set forth in Chapter 3 of the Guidance that ensure the timely submission of enrollment and disenrollment requests to mitigate or reduce the need for retroactivity and to help avoid errors pursuant to CMS regulations. Refer to Chapter 3, Section 60.5 of the Guidance for reference. Client agrees Participant re-enrollment requests will be submitted to Administrator via request to Client's PBM account management team and not via the Eligible Participant File. Client will comply with Administrator's enrollment processes for Participant ID changes, retroactive enrollments/disenrollments, and other administrative matters. Should Client elect to change Participant identification numbers (e.g. for surviving spouse), Client will be required to confirm that the ID change is valid and accepts the risk associated with the movement of claims under the former ID to the new ID, required to ensure the Participants benefits remain in sync for the remainder of the plan year of the change. If the Client is using a third-party eligibility vendor to perform this service, Client will ensure that such third party will complete the attestation upon written authorization by Client, and Client agrees to so authorize such third party. Client further acknowledges, that any ID change or reenrollment requests must be approved in writing prior to Administrator taking further action.
- 2.2.3. Client agrees to attest to Administrator that each Participant submitted to Administrator upon initial enrollment has a creditable coverage history satisfying any potential uncovered months on file at CMS (which will be used to assess a late enrollment penalty ("*LEP*")). Alternatively, if agreed on by the parties, Client agrees that Administrator will contact Participants directly to obtain attestations to some/all uncovered months. Client agrees that either Client will attest as to Participants, or

Administrator will reach out to Participants, not a combination of the two (2). Client agrees that Administrator cannot attest to uncovered months on Client's or Participant's behalf. Client agrees to either adjust Participant premiums or pay the LEP on behalf of the Participant as/when applicable for any late enrollment penalty assessed by CMS and must be consistent for all individuals enrolled in the EGWP. Administrator does not provide for direct invoicing of the LEP to Participant's.

- 2.2.4. Client agrees to inform the Administrator's enrollment department upon initial enrollment if any Participants have other health coverage so that Administrator may provide CMS with any applicable information on other insurance coverage for the purposes of coordination of benefits.
 - 2.2.5. Client (directly or through its third-party eligibility vendor) will review and process/correct all items in enrollment related reports provided by Administrator before submitting any subsequent Eligible Participant File (as hereinafter defined) to Administrator. Such review, processing, and submission must take place no later than seven (7) days following receipt of such reports.
- 2.3. **Participant File.** Client will provide Administrator with a full file (each an "**Eligible Participant File**") on electronic media acceptable to Administrator of all applicable Eligible Participants Benefit Plan to be serviced by Administrator hereunder. Each Eligible Participant File will include the valid enrollment effective dates per individual record for each new Eligible Participant, which effective date shall be for the current calendar month or not more than three (3) months following the current calendar month. Under CMS requirements, all enrollment effective dates must be effective on the first day of a calendar month and all terminations must be on the last day of the calendar month. If Client provides any retroactive enrollment effective date for an individual record, Client represents and warrants to Administrator that Client has the original signed application from the Eligible Participant, that the date on such signed application is the same as the retroactive effective date and that Client will provide a copy of such original signed application to Administrator upon request. The parties acknowledge that CMS will determine eligibility of Participants for CMS Part D subsidies. The parties further acknowledge that Participants are not enrolled in or disenrolled from the Administrator until CMS determination/approval is received. Additionally, Client will promptly furnish Administrator, on electronic media acceptable by Administrator, files containing records for all Eligible Participants whose enrollment has been terminated with termination dates and each new Eligible Participant for enrollment into the EGWP. Client acknowledges that Administrator does not perform Participant terminations or cancelations via "term by absence". Administrator shall not be liable for any prescriptions filled or processed for any ineligible persons due to incorrect or untimely eligibility data provided to Administrator.
- 2.4. **Participant Subsidy.** Administrator and Client acknowledge that Client may determine how much of a Participant's Part D monthly beneficiary premium it will subsidize, subject to any restrictions imposed by the CMS Contract set forth below, and CMS and other federal regulations, including all premium regulations set forth in Chapter 12.
- 2.4.1. Participants will not be permitted to make payment of premiums under 42 C.F.R §423.293(a) through withholding from the Participant's Social Security, Railroad Retirement Board, or Office of Personnel Management benefit payment.
 - 2.4.2. Client can subsidize different amounts for different classes of Participants in the EGWP provided such classes are reasonable and based on objective business criteria, such as years of services, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for the Low Income Subsidy.

- 2.4.3. Client cannot vary the premium subsidy for individuals within a given class of Participants.
- 2.4.4. Client cannot charge Participants for prescription drug coverage provided under the EGWP more than the sum of his or her monthly beneficiary premium attributable to basic prescription drug coverage and 100% of the monthly beneficiary premium attributable to his or her non-Medicare Part D benefits (if any). Client must pass through direct subsidy payment received from CMS to reduce the amount the Participant pays (or, in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of a Medicare eligible spouse or dependent, the amount the subscriber or participant pays).
- 2.4.5. For all those Participants eligible for the Low Income Subsidy, the low income premium subsidy amount will first be used to reduce any portion of the monthly beneficiary premium paid by the Participant (or in those instances where the subscriber to or participant in the employer plan pays premiums on behalf of a low income eligible spouse or dependent, the amount the subscriber or participant pays), with any remaining portion of the premium subsidy amount then applied toward the portion of any monthly beneficiary premium paid by Client. However, if the sum of the Participant's monthly premium (or the subscriber's/participant's monthly premium, if applicable) and Client's monthly premiums (i.e., total monthly premium) are less than the monthly low income premium subsidy amount, any portion of the low income subsidy premium amount above the total monthly premium must be returned directly to CMS. Similarly, if there is no monthly premium charged to the Participant (or subscriber/participant, if applicable) or Client, the entire low income premium subsidy amount must be returned directly to CMS and cannot be retained by Administrator, Client, or the Participant (or the subscriber/participant, if applicable).
- 2.4.6. Administrator and Client may agree that Client will be responsible for reducing up front the premium contribution required for Participants eligible for the Low Income Subsidy. In those instances where Client is not able to reduce up front the premiums paid by the Participant (or the subscriber/participant, if applicable), Administrator and Client may agree that Client shall directly refund to the Participant (or the subscriber/participant, if applicable) the amount of the low income premium subsidy up to the monthly premium contribution previously collected from the Participant (or the subscriber/participant, if applicable). Client is required to complete the refund on behalf of Administrator within forty-five (45) days of the date Administrator receives from CMS the low income premium subsidy amount payment for the Participant eligible for the low income subsidy. Client, upon request from Administrator, will provide an attestation to Administrator regarding its compliance with the terms of this section.
- 2.4.7. If Administrator does not or cannot directly bill a Client's Participants, CMS will permit Administrator to directly refund the amount of the Low Income Subsidy to the Participant. This refund must meet the above requirements concerning beneficiary premium contributions; specifically, that the amount of the refund may not exceed the amount of the monthly premium contribution by the Participant and/or Client. In addition, Administrator must refund these amounts to the Participant within a reasonable time period. However, under no circumstances may this time period exceed forty-five (45) days from the date that Administrator receives the Low Income Subsidy amount for that Participant from CMS.
- 2.4.8. The parties agree that Administrator shall obtain written agreements from Client which provides that Client may determine how much of a Participants' Part D monthly beneficiary premium it will subsidize subject to the restrictions set forth in II. B.3(a) through (g) of the CMS Contract. Administrator agrees to retain these written agreements with Client, including any written agreements related to items (d) through

(f) of the CMS Contract, and must provide access to this documentation for inspection or audit by CMS (or its designee) in accordance with requirements of 42 C.F.R 423.504(d) and 423.505(d) and (e).

- 2.4.9. If the low income subsidy premium amount for which a Participant is eligible is less than the portion of the monthly Participant premium paid by the Participant (or subscriber/participant, if applicable), then Client should communicate to the Participant (or subscriber/participant) the financial consequences of the low income subsidy eligible Participant enrolling in the EGWP as compared to enrolling in another Part D plan with a monthly Participant premium equal to or below the low income premium subsidy amount.
- 2.4.10. Client attests that it has eligibility requirements and policies and procedures in place to manage and process reinstatement requests in accordance with CMS guidance. Upon Administrator's written request, Client will provide to Administrator documentation (including but not limited to Client policies and procedures) demonstrating Client's compliance with CMS guidance for the handling of reinstatement requests.
- 2.4.11. If Client is unable to determine or provide the amount of the annual premium that is solely related to the prescription drug benefit, Client agrees to provide Administrator with the amount of the illustrative premium and an actuarial certification annually to be used for CMS audit purposes and Administrator compliance oversight. For purposes of this attestation, the illustrative premium is equal to the premium Client would have paid if they had purchased an equivalent product offered by Administrator.

2.5. **Coordination of Benefits.**

- 2.5.1. If the parties agree to include additional benefits in the EGWP, these benefits will be considered non-Medicare Part D benefits and that such additional benefits may not reduce the value of basic prescription drug coverage (e.g., additional benefits cannot impose a cap that would preclude Participants from realizing the full value of such basic prescriptions drug coverage).
- 2.5.2. Any additional non-Medicare Part D benefits offered under the EGWP will always pay primary to the subsidies provided by CMS to low income individuals under Subpart P of 42 C.F.R Part 423 (the "**Low Income Subsidy**").
- 2.5.3. Client is solely responsible for any and all coordination between plans should Client choose to allow Participants to enroll in a separate 800 series Medicare Advantage (MA) plan.
- 2.5.4. Client agrees that Administrator accepts and loads other comprehensive Primary and/or Secondary insurance information provided by CMS and claims for Participants with other Primary coverage from this process will reject, informing the submitting pharmacy to first bill the Participant's primary coverage. Administrator will mail surveys to these Participants upon initial receipt of the information from CMS, and then annually after that, to request the Participant report any updates in the other coverage(s) directly to Administrator. Administrator will then report these updates to CMS.

3. **PAYMENT**

- 3.1. **Administrative Payments to Administrator.** Administrator shall invoice Client monthly for the Claims Administration fees set forth on **Exhibit C-1**. Client will pay OptumRx all undisputed invoices, via electronic fund transfer or other reliable means, no later than two (2) days after Client receives the invoice.

- 3.2. **EGWP Participant per Month Fee.** On a monthly basis, Administrator shall invoice Client for the EGWP per Participant per month fee as set forth on **Exhibit C-1**. Client will pay Administrator all undisputed invoices for such services, via electronic fund transfer or other reliable means, no later than two (2) days after Client receives the invoice.
- 3.3. **Network Claims Funding.** Administrator shall invoice Client for the Network Claims Funding (as hereinafter defined) twice monthly. Client will pay Administrator all undisputed invoices for the PBM National Network for Covered Prescription Drug Services ("**Network Claims Funding**") via electronic fund transfer or other reliable means no later than two (2) days after Client receives the invoice.
- 3.4. **CMS Subsidy Payment Reporting.** Administrator shall issue to Client, on a monthly, quarterly, and annual basis, reporting via direct check or Electronic Funds Transfer (EFT) related to CMS subsidies that are payable along with a detailed report by Client at the Member level that substantiates the total amount of the CMS subsidy. Notwithstanding the foregoing, Client acknowledges that it will be responsible for payment of Administrative Fees, EGWP Participant per Month fees, and the Network Claims Funding even if CMS determines that a Participant is not eligible for the CMS Subsidy subsequent to a prior eligibility determination. To the extent CMS subsidies are issued for a Participant, who is subsequently determined to be ineligible by CMS, Administrator shall have the right to recoup such amounts from Client. "**CMS Subsidy**" shall mean the monthly Part D Direct Subsidy, Coverage Gap Discounts, Low-Income Cost Sharing Subsidy, Low-Income Premium Subsidy, and Catastrophic Reinsurance payments for each Participant from CMS as governed by the rules of Subpart G of 42 C.F.R Part 423 and the CMS Contract.
- 3.5. **Enhanced/Other Health Insurance (OHI) WRAP Coverage (Commercial/Non-Medicare).** Client has elected to enhance the coverage offered under Client's EGWP through commercial WRAP drug coverage to provide a more comprehensive benefit to Client's retirees enrolled under the EGWP. Such additional coverage may include Medicare Part D excluded drugs such as ED, DESI, Cough and Cold products, commonly used OTC products and/or Medicare Part B drugs or products (other than those covered under the Medicare Part D benefit). Under the EGWP Standard Formulary option, the Medicare Part D Excluded and/or Medicare Part B drug Bonus lists are not customizable.
- 3.6. **Payment Default.**
- 3.6.1. **Late Payments and Late Fees.** Any undisputed amounts Client owes under this Agreement that are not paid within the time specified herein will bear interest from the due date until paid in full at the annual rate of interest equal to the lesser of two (2) percentage points above the prime interest rate determined by the U.S. Federal Reserve Bank.
- 3.6.2. **Non-Payment.** If Client fails to meet the payment obligations within the time specified herein, Client shall be deemed in breach of the EGWP Addendum. Notwithstanding any other provisions contained herein, if Client fails to cure such breach within three (3) business days after Administrator's notice to Client of such non-payment, Administrator in its sole discretion, shall have the non-exclusive and cumulative options to: (i) require Client to pre-fund a pharmacy spend account in the amount of two (2) times the average monthly prescription drug spend and related dispensing fees of Client; (ii) utilize available deposited or escrowed funds, including the pharmacy spend account; or (iii) set off against any amounts payment to Client (including any Rebates Administrator receives from manufacturers and subsidiaries received from CMS) along with any amounts due to Administrator (including late interest charges). Administrator shall exercise its right to invoke such payment protection by providing written notice to Client.

- 3.7. **Suspension or Termination of EGWP Services.** The parties agree that in the event of non-payment or other breach by Client, Administrator will work with CMS to ensure there is minimal impact to Participants, prior to suspending or terminating the relationship with Client.

4. **TERM AND TERMINATION**

- 4.1. **EGWP Term.** This EGWP Addendum will become effective on the date hereof and continue for three (3) years after the EGWP Commencement Date (the "**Initial Term**"). Thereafter, this EGWP Addendum may renew for successive twelve (12)-month renewal periods on each applicable anniversary date (each a "**Renewal Term**"), unless either party provides the other party with written notice of non-renewal of this EGWP Addendum at least one hundred twenty (120) days before the end of such Initial or Renewal Term.
- 4.2. **Termination for Cause.** Either party may terminate this EGWP Addendum following a material breach by the other party. The non-breaching party shall notify the breaching party of the breach and the breaching party shall have thirty (30) days (the "**Cure Period**") to cure the breach. If the breaching party fails to cure the breach within the Cure Period, then the non-breaching party may terminate the EGWP Addendum upon written notice to the breaching party.
- 4.3. **Termination Services.** Following the effective date of termination of this Agreement ("**Termination Date**"), Administrator will stop processing incoming electronic point of sale claims for the Medicare line of business, with dates of fill after the Termination Date. Following the Termination Date, there shall be a ninety (90) day claims run out period ("**Post Termination Period**") to support point-of-sale claims reversals, reprocessing, and/or claims resubmissions as well as Participant submitted paper claim transactions, and other government agency (i.e. non-Medicare) claims, with dates of fill prior to and including the Termination Date. The fees set forth in **Exhibit C-1** shall apply to such post-termination services. All Participant or pharmacy submitted paper claims, with a date of fill prior to the Termination Date received after the end of the Post Termination Period, will be returned to the sender stating that the claim is denied and should be submitted to the new prescription drug provider. The Post Termination Period shall end ninety (90) days following the Termination Date. Client acknowledges that any Participant submitted claim received by Administrator less than thirty (30) days prior to the PDE submission deadline may not result in a PDE submitted before the close of the PDE submission cycle of the year following the Termination Date. Any activities, and the fees associated therewith, that occur after the Post Termination Period must be agreed to by Client and Administrator prior to Administrator providing the service. Any applicable audit fees set forth in **Exhibit C-1** shall apply to any audit support after the end of the Post Termination Period. Administrator agrees to invoice Client on a monthly basis for services. Administrator invoices should reflect charges for services completed in the prior month. Client agrees to pay Administrator within thirty (30) business days after Client receives the complete invoice with all backup information.

5. **RECORD MAINTENANCE AND CMS ACCESS**

- 5.1. **Client Audit.** Client shall have audit access under this EGWP Addendum for the limited purpose of verifying pricing and compliance as further described in the Agreement.
- 5.2. **Record Maintenance.** For the longer of (1) the period required by law or (2) ten (10) years from the date of rendering any covered Prescription Drug Services, and as further required under 42 C.F.R §§423.505(b)(10) and 423.505(i)(2), the parties will maintain records related thereto, including, but not limited to, prescription records and other documentation related to healthcare services provided to Participants.

- 5.3. **Administrator and/or CMS Audit.** Administrator and Client acknowledge that CMS may audit records under this EGWP Addendum. Client shall maintain records, including but not limited to, any data related to enrollment (i.e., enrollment data validation reports), disenrollment, eligibility, Participant communications, and other areas covered by this EGWP Addendum. Client agrees it will provide Administrator and CMS with prompt access to such records to the extent required by and in accordance with 42 C.F.R 423.504(d) and 423.505(d) and (e) as well as Chapter 2, Chapter 3, and Chapter 12 of the Guidance. To the extent allowed under law, all information and records reviewed pursuant to this section shall be considered Confidential Information for the purposes of this EGWP Addendum.
6. **NOTICES.** All notices and other communications required or permitted under this Agreement will be in writing and sent to the addresses set forth below (or at other addresses as specified by a notice). All notices will be deemed to have been received either: (a) when delivered, if delivered by hand or commercial courier, sent by United States registered or certified mail (return receipt requested); or (b) on the next business day, if sent by a nationally recognized commercial overnight courier.

If to OptumRx:

OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173-6801
Attn: Vice President, Client Management

Copy to:

OptumRx, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173-6801
Attn: General Counsel

If to Client:

City of Bridgeport and the Bridgeport Board
of Education
45 Lyon Ter.
Bridgeport, CT 06604
Attn: Benefits Manager

Copy to:

City Attorney
Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

7. **EXCLUSIVITY.** Client agrees to utilize only Administrator to provide EGWP services during the term of this EGWP Addendum.
8. **SURVIVAL.** Termination of the Agreement shall not mean automatic termination of this EGWP Addendum. Unless either party terminates this EGWP Addendum in accordance with section 4.1 or 4.2, this EGWP Addendum shall survive as a stand-alone agreement and incorporate those provisions from the Agreement cited in this EGWP Addendum to the extent such provisions do not contradict the terms set forth in this EGWP Addendum.
9. **EGWP ADDENDUM.** This EGWP Addendum, and any attachments, and any documents incorporated by reference constitute the entire agreement between the parties regarding the EGWP services to be provided. It supersedes any prior agreement, negotiations or representations, either oral or written, relating to the subject matter of this EGWP Addendum. Should there be any conflict between this EGWP Addendum, the Agreement or CMS rules or regulations, the order of precedence of interpretation with respect to EGWP services shall be: (1) CMS rules and regulations; (2) this

EGWP Addendum and (3) the Agreement. This EGWP Addendum may be modified only by a writing executed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS]

The parties have accepted and agreed to this EGWP Addendum.

City of Bridgeport and the Bridgeport Board of Education

Optum Insurance of Ohio, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT G

MEDICARE PART D RETIREMENT DRUG SUBSIDY SERVICES

Client and OptumRx agree that OptumRx, by and through its affiliates, shall provide Medicare Part D Retirement Drug Subsidy ("**RDS**") services to and for the benefit of Members as set forth below.

1. **General.** OptumRx will provide the Retiree List Maintenance Services and the Cost Reporting Services listed below, based on the options selected by Client. Depending upon the options selected by Client, additional fees, including but not limited to custom programming fees, as set forth in this Exhibit, will apply, in addition to the RDS Services base fee ("**RDS Base Fee**") set forth on **Exhibit C** (Compensation).
2. **Retiree Drug Subsidy Services.** Client will choose either the Standard Services or the Enhanced Services, as indicated herein.
3. **Standard Services.**
 - 3.1 **Retiree List Maintenance Services.** Client will choose one of the following two options:

3.1.1 Standard

3.1.1.1. Retiree List Management by OptumRx (Option 1A). OptumRx will assist Client with the compilation, submission and maintenance of the "**Covered Retiree List**" to be provided to the RDS Center. OptumRx will compile the Covered Retiree List which includes the data elements listed herein, which are required to be delivered to the RDS Center for review and validation. As set forth herein, all information required will be referred to as the "CRL." OptumRx will submit all necessary data elements to the RDS Center for review and validation once Client has provided all data elements and assembled them in the OptumRx Format. The RDS Center will process and return a response file and weekly notification files, as applicable. OptumRx will retrieve and process these files from the RDS Center and provide a report to Client for its records, review and/or research, as applicable. For ongoing maintenance, Client will provide updates to OptumRx and OptumRx will compile these updates and submit the updated RDS retiree list to the RDS Center for review and reconciliation. Client will be responsible for the accuracy and timely update of all data elements.

3.1.1.2. Retiree List Management by Client (Option 1B). Client will submit all necessary data elements to the RDS Center for review and validation. Client or Client's designee will be responsible for all submissions of the Covered Retiree List and all additions/changes/deletions to CMS and processing RDS response files and notification files. Client will also supply OptumRx with the "Covered Retiree List" as set forth herein for all approved members. Client will be responsible for the accuracy and timely update of all data elements, as set forth herein to OptumRx. OptumRx will be entitled to rely on such listing to generate RDS cost data.

Client elects which Retiree List Maintenance option by checking the appropriate box:

- Option 1A**—Retiree List Management by OptumRx
- Option 1B**—Retiree List Management by Client

3.1.2 Client will create and distribute Creditable Coverage statements to Members.

3.1.3 Client will, at all times, be in compliance with all requirements for continued approval of the federal subsidy program for prescription drug benefits to its Medicare-eligible Members for whom subsidy payments are received from CMS and all Laws related to its subsidized Pharmacy Benefit Program.

3.2 **Cost Reporting Services.** Client will choose one of the following two options:

3.2.1 **OptumRx as the Cost Reporter (Option 2A).** OptumRx will extract the gross cost data for RDS-approved retirees and calculate the threshold reduction, limit reduction, and the estimated cost adjustments (e.g. rebates) in accordance with the RDS guidelines. OptumRx will submit the Cost Data to Client indicated herein (the "Receiving Party") and supply a copy of the RDS reports at the claim and individual level to the Receiving Party. In addition, OptumRx will calculate and submit the reconciliation reports to the Receiving Party fifteen (15) months after the close of the plan year.

3.2.2 **OptumRx for Rebate Reconciliation Reporting Only (Option 2B).** Client chooses to create and submit its own cost data. This is option is only for Client Customers that receive complete claims data extracts/files and can construct the RDS Cost Data in accordance with the RDS guidelines. For example, any Part B medications as well as all other Part D excluded medications (e.g. most over the counter medications and vitamins) must be removed and the data for only those participants who are RDS-eligible must be aggregated. In this instance, OptumRx will provide the required assignment of actual rebates to the RDS-eligible population within 15 months of the close of the plan year for RDS reconciliation.

Client: indicate which Cost Reporting option is elected by checking the appropriate box.

<input checked="" type="checkbox"/>	Option 2A– OptumRx as the Cost Reporter: Fee: Included in RDS Base Fee
<input type="checkbox"/>	Option 2B– OptumRx for Rebate Reconciliation Reporting Only: Fee: Included in RDS Base Fee. If programming is required, an additional fee for programming will apply.

4. **Additional RDS Provisions**

4.1 **Business Integrity.** OptumRx will be bound by the provisions set forth at 45 C.F.R. Part 76. In addition, neither OptumRx nor any personnel furnishing Prescription Drug Services to Medicare Drug Plan Members have been nor will be listed as debarred, excluded or otherwise ineligible for participation in federal health care programs or convicted of a felony. If OptumRx becomes aware of any violation of this subsection, OptumRx will notify Client immediately. If OptumRx becomes debarred or ineligible then Client may terminate this Agreement immediately upon notice to OptumRx without liability to Client or take other corrective or remedial action as warranted under the circumstances.

4.2 **Federal Policies; Flow Down Provisions.** Because OptumRx is furnishing Prescription Drug Services to Medicare Drug Plan Members that are the subject of a contract between Client and CMS, OptumRx will comply with the following obligations: Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 793 and 794); Title IX of the Education Amendments of 1972, as amended (20 USC § 1681 et seq.); Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (41 USC § 9849); the Americans with Disabilities Act (42 USC § 12101 et seq.); and the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Vietnam Era Veterans Readjustment Assistant Act (38 USC § 4212); and all applicable

implementing regulations, rules, guidelines and standards.

- 4.3 **Nondiscrimination.** The Services furnished to Medicare Drug Plan Members will be rendered without regard to health status, race, religion, color, creed, national origin, ancestry, religion, physical handicap, medical condition (including HIV status), mental status, age (except as provided by law), marital status, sex, sexual orientation or gender identity. In addition, OptumRx will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, creed, national origin, ancestry, religion, physical handicap, medical condition (including HIV status), mental status, age, marital status, sex, sexual orientation or gender identity. The evaluation and treatment of OptumRx employees and applicants for employment are, and will be, free from this unlawful discrimination. OptumRx will comply with all Laws relating to equal and fair employment.
- 4.4 **Equal Opportunity Employer.** As an equal opportunity employer, OptumRx will comply with all applicable provisions of Executive Order 11246, as amended (Equal Opportunity/Affirmative Action), 38 USC § 4212, as amended, (Vietnam Era Veterans Readjustment Act), and Section 503 of the Rehabilitation Act of 1973, as amended (Handicapped Regulations), together with the implementing regulations (found at 41 C.F.R §§ 60-1, & 60-2, 41 C.F.R § 60-250, and 41 C.F.R § 60-741, respectively), and all applicable rules guidelines and standards, promulgated thereunder by applicable Governmental Authorities and which are incorporated by reference into this Agreement.
- 4.5 **Other Laws.** OptumRx will comply with applicable federal Laws designed to prevent fraud, waste and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et seq.), and the anti-kickback provision of section 1128B of the Social Security Act; applicable HIPAA Administrative Simplification Security and Privacy rules at 45 C.F.R parts 160, 162, and 164; and all other applicable federal Laws.

5. **Miscellaneous**

- 5.1 OptumRx acknowledges that the information it provides to Client herein will be utilized by Client for the purpose of obtaining federal funds.
- 5.2 If the Term of the Agreement and/or this Exhibit does not coincide with the start and/or end of Client's plan year, then for the initial or final partial plan year, OptumRx will only provide retiree list maintenance services and cost reporting services as specifically agreed to in writing by Client and OptumRx.
- 5.3 Client represents and warrants that the Covered Retiree List, in Administrator's format as set forth below, to be provided by Client to OptumRx is accurate. Client acknowledges and understands that if any information changes during or after OptumRx receives the initial Covered Retiree List from Client, Client is responsible for immediately notifying OptumRx of any such changes. Performance of any services above is conditioned upon Client's timely and accurate submission of any updates to OptumRx. OptumRx will be entitled to rely on information provided by Client. OptumRx is not responsible for any incorrect subsidy amount if an updated Covered Retiree List is not provided to OptumRx prior to final reconciliation. If Client is delinquent in payment, OptumRx may, in addition to its remedies at law or in equity, immediately suspend performance of any or all OptumRx's service obligations.

OPTUMRx FORMAT COVERED RETIREE LIST ("CRL")

Field	Type	Length	Notes
-------	------	--------	-------

SSN	A/N	9	Individual's Social Security Number
HICN	A/N	12	Individual's Health Insurance Claim Number.
			May be spaces if SSN supplied
First Name	A/N	12	
Last Name	A/N	15	
Date of Birth	N	8	Format CCYYMMDD
Gender	N	1	0 = unknown, 1=male, 2=female
RDS Coverage effective date by application	N	8	Format CCYYMMDD.
RDS Coverage termination date	N	8	Format CCYYMMDD
			If coverage is ongoing, fill with 99999999.
Unique Benefit Option Identifier	A/N	20	This field is the identifier that was specified on the RDS application to uniquely identify the benefit option.
Relationship	N	2	01=self, 02=spouse, 03=other
Medicare Eligible Flag	A/N	1	Valid values: 'Y' or 'N'; Y indicates the member is Medicare eligible, N indicates the member is NOT Medicare eligible.

COST REPORT DATA ELEMENTS AND INFORMATION

RDS Documentation. Client shall complete an OptumRx's RDS intake form annually that documents each contract years' RDS Benefit Plan information adopted and approved by Client, to which OptumRx shall provide the RDS Services set forth in this Exhibit.

Payment Frequency (RDS Administrative Fee of \$1.25 Per Member Per Month):

Monthly Quarterly Annual

Cost Data will be submitted to RDS by:

OptumRx Client/Client's vendor

- 5.4 OptumRx reserves the right to modify or amend the financial provisions of the RDS Services upon prior notice to Client if changes in the scope of services to be performed, including but not limited to any government imposed change in Laws or interpretation thereof that affect or are related to the RDS Services, or if an industry wide change makes OptumRx's performance of its duties hereunder materially more burdensome or expensive, or if there is a material difference or change in the actual program performance from the underlying assumptions used to develop the pricing and rates set forth herein.
- 5.5 OptumRx shall not assume responsibility for any liability arising from Client failure to provide OptumRx with updated and correct information, except to the extent due to OptumRx's willful misconduct or intentional fraud.
- 5.6 Pursuant to 42 C.F.R § 423.888, it is the responsibility of the Client as the sponsor of the qualified retiree prescription drug plan, to maintain, and furnish to CMS or the OIG upon request, the records in this program. OptumRx will retain records for ten (10) years after the expiration of the plan year in which the costs were incurred for the purposes of audits and other oversight activities conducted by CMS to assure the accuracy of the actuarial attestation and the accuracy of payments.

6. Audits

- 6.1 OptumRx will make its books and other records available in accordance with 42 C.F.R. § 423.505(i)(2).
- 6.2 OptumRx will give the U.S. Department of Health and Human Services and U.S. Comptroller General, and their authorized designees, the right to inspect, evaluate and audit all books, contracts, records, computer or other electronic systems relating to the Services during the Term and for ten (10) years following the termination of this Agreement. [42 C.F.R. 423.505(i)(2)].
- 6.3 Upon request by CMS, OptumRx will produce books, contracts and records and documentation relating to a Medicare Part D Retirement Drug Subsidy to CMS, CMS's designee or PDP Sponsor to provide to CMS. [42 C.F.R. 423.505(i)(2)].

- 6.4 If the Client receives an audit notice from CMS, the audit notice shall be provided to OptumRx no more than twenty-four hours after receipt. OptumRx and the Client shall mutually agree on the approach to responding to the audit with accountability being determined for activities including, but not limited to, generating universes, performing quality reviews of universes, arranging audit logistics, training personnel participating in the audit, and developing responses to CMS requests during the audit.
- 6.5 Pursuant and subject to the audit provision of the Agreement, Client shall have the right to conduct an audit of OptumRx. The place, time, type, scope, duration, and frequency of all audits must be reasonable and governed by this Agreement. OptumRx has the right to propose alternative methods for auditing a given function, provided that the Client's objectives can be fully met.
- 6.6 Client acknowledges that audit materials are designed specifically for meeting requirements for audits and are not appropriate for addressing day-to-day management of Client or OptumRx.
- 6.7 In accordance with 42 C.F.R. § 423.505(i)(2)(i), OptumRx shall permit the Department of Health and Human Services, the Comptroller General, or their designees direct access to and the right to audit, evaluate, or inspect any books, contracts, medical records, patient care documentation, computer systems or other electronic records of OptumRx that pertain to any aspect of the services performed pursuant to the Agreement, reconciliation of benefit liability, and determination of amounts payable under Client's contract with CMS, or as the Secretary of the Department of Health and Human Services may deem necessary to enforce Client's contract with CMS. In the event CMS contacts OptumRx directly with respect to an audit, evaluation, or inspection relating to a downstream subcontractor, OptumRx shall promptly notify said subcontractor of such audit, evaluation, or inspection and its obligation to produce any requested books, contracts or records relating to the Medicare Part D Plan to either the Client or directly to CMS or its designee. OptumRx agrees that the Department of Health and Human Services, the Comptroller General, or their designees right to inspect, evaluate, and audit extends through ten (10) years from the final date of the contract period for the Client's contract with CMS or the completion of the audit, whichever is later, or such longer time period as required by Laws.
- 6.8 OptumRx will comply with all applicable state and Federal privacy and security Laws, including the confidentiality and security provisions stated in 42 C.F.R. § 423.136. OptumRx agrees to (a) release medical information only in accordance with applicable Laws, or under court orders or subpoenas; (b) maintain records and other information with respect to Part D Members in an accurate and timely manner; and (c) ensure timely access by Part D Members to the records and information that pertain to them.



City of Bridgeport
Labor Relations and Benefits Administration

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7224

Joseph P. Ganim
Mayor

Andre Forde
Director

Monquencelo T. Miles
Benefits Manager

COMM. 110-21 Ref'd to Contracts Committee on
08/01/2022.
July 27, 2022

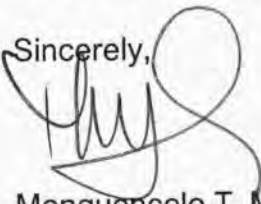
Honorable Lydia Martinez
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and thirteen (13) copies of the **2022 Renewal Addendum and amendment to Group Agreement** between the City and Anthem Medicare Preferred (PPO) Group.

The term of the Agreement is January 1, 2022 through December 31, 2024.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting on August 1, 2022.

Sincerely,


Monquencelo T. Miles
Benefits Manager

2022 JUL 27 11:41 AM
Miles, Monquencelo T.

2022 Renewal Addendum and Amendment to Group Agreement

This is an Addendum and Amendment to the Anthem Medicare Preferred (PPO) Group Agreement ("Group Agreement") between Bridgeport City and Board of Education ("Group") and Anthem Insurance Companies, Inc. doing business as Anthem Blue Cross and Blue Shield regarding renewal of benefits and rates and an Amendment to the Group Agreement for the period January 1, 2022 through December 31, 2022 ("Plan Year").

Bridgeport City and Board of Education and Anthem Insurance Companies, Inc. doing business as Anthem Blue Cross and Blue Shield hereby renew the Group Agreement for the Plan Year.

The portion of Article 5 that discusses Group's compliance with CMS requirements regarding Member premium is hereby amended to read in its entirety as follows.

Group hereby acknowledges, agrees and certifies its compliance during the term of this Agreement with the following requirements as they relate to Group's MA Plan(s).

Premium – Group hereby agrees and certifies, as to Member premium, if any, that:

- (i) Different amounts can be subsidized by Group for different classes of Members in an MA Plan, provided such classes are reasonable and based upon objective business criteria (i.e., years of service, business location, job category, nature of compensation). Accordingly, Group hereby certifies that such classes (if any) are reasonable and based upon objective business criteria.
- (ii) The premium within a given class does not vary by Member.
- (iii) Group must pass through any direct subsidy payments received from CMS to reduce the amount that the Member pays (or in those instances where the Member in the Group plan pays premiums on behalf of a Medicare-eligible spouse or dependent, the amount the Member pays).

Effective on January 1, 2022, the Benefits and Rates set forth in the attached 2022 Anthem Medicare Preferred (PPO) Benefit Chart and Rate Sheet, incorporated by reference herein, hereby replace and supersede the Benefit Chart and Rate Sheet in effect under the Group Agreement for the period ending December 31, 2021.

The Performance Guarantees set forth in the attached Addendum B, incorporated by reference herein, hereby replace and supersede the Performance Guarantees in effect for the period ending December 31, 2021.

All other terms and provisions of the Group Agreement remain unchanged and in full force and effect.

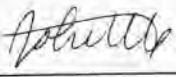
Bridgeport City and Board of Education

By _____

Title _____

Date _____

Anthem Insurance Companies, Inc.

By  _____

Title VP & GM Group Retiree Solutions

Date October 15, 2021



**Featured Plans and Rates - MA
Bridgport City and BOE
Fully Insured**

Effective: January 01, 2022 through December 31, 2024

SOLD

Custom Medical (MA) Benefits - PPO Plans	Members as of June 2021	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023 **	1/1/2024 - 12/31/2024 **
Plan 1 Custom 0P (\$0 OV/\$0 Hosp/\$0 ER)	1,920	\$0.00	\$0.00	\$0.00
Plan 2 Custom 15P (\$15 OV/\$0 Hosp/\$50 ER)	2	\$0.00	\$0.00	\$0.00
Plan 3 Custom 10P (\$10 OV/\$200 Hosp/\$75 ER)	111	\$0.00	\$0.00	\$0.00
Plan 4 Custom 20P (\$20 OV/\$200 Hosp/\$75 ER)	145	\$0.00	\$0.00	\$0.00
Plan 5 Custom 25P (\$25 OV/\$200 Hosp/\$75 ER)	11	\$0.00	\$0.00	\$0.00
Plan 6 Custom 15P (\$15 OV/\$200 Hosp/\$75 ER)	27	\$0.00	\$0.00	\$0.00
Plan 7 Custom 20P (\$20 PCP/\$40 SPC/\$200 Hosp/\$75 ER)	1	\$0.00	\$0.00	\$0.00
Plan 8 Custom 25P (\$25 PCP/\$40 SPC/\$200 Hosp/\$75 ER)	4	\$0.00	\$0.00	\$0.00
Plan 9 Custom 15P (\$15 PCP/\$20 SPC/\$200 Hosp/\$75 ER)	17	\$0.00	\$0.00	\$0.00
Total # of members as of June 2021	2,238			

** The medical premium increase for 2023 and 2024 are guaranteed at a 0% increase plus any additional government imposed taxes or fees, if applicable. The above rates are net of commission. 2022 benefits may have changed slightly please refer to benefit summaries for details.

Plan(s) Selected: _____

Authorized Signature: _____

Title: _____

Date: _____

Bridgeport City and BOE Assumptions & Conditions Effective 01/01/2022 through 12/31/2024

Rates and benefits may need to be revised based on legislative, regulatory or other changes including, but not limited to, CMS guidance which becomes effective during the quoted product years. Plan parameters and formularies are approved by CMS on an annual basis and can change in January each year. In particular, a change to require rebates at the point-of-sale for 2023 would have a material impact on the EGWP pricing. Anthem would need to update the rates for this group to capture the impact of each affected Part D item (e.g., federal reinsurance, direct subsidy, coverage gap discount). This rule is set to be in-place for 2023 based on current rule, but is not reflected in the quoted rates. Also, all Part D plan changes, such as deductibles, copays, Part D and non-Part D drug coverage, may only be implemented on the group's original effective date and in January of each year thereafter.

- o This quote assumes co-branding (plan sponsor name and/ or logo is allowed on member materials including Medicare Advantage plan quality and health programs).
- o Participants have Medicare Parts A and B.
- o Eligibility for coverage for subscribers or their dependents is based on the subscriber meeting their employer's requirements for coverage of retiree medical benefits.
- o Contracted rates are on a Per-Member-Per-Month (PMPM) basis. Each individual will receive the same equal rate; a two member contract would receive twice the rate; a three member contract would receive triple the rate.
- o The employer will contribute 25% - 100% (average of 60%) towards the premium. If the contribution strategy does change, Anthem must be notified and reserves the right to re-evaluate its underwriting position. If more than one plan is offered to members, then Bridgeport City and BOE shall offer Anthem plan coverage to all eligible Members at terms and contribution levels that are no less favorable than those applicable to any other health coverage available through Bridgeport City and BOE.
- o The pricing census included a total of 2,238 retired members, including 10 Medicare eligible, pre-65 retired members. If the enrolled membership differs from the pricing census by more than 10%, we reserve the right to review and change the pricing if necessary.
- o Broker Commissions are excluded.
- o This quote assumes Anthem will be the exclusive post-65 retiree offering for eligible retirees. Furthermore, the quote assumes that Anthem will offer 9 MA and 5 Part D plan designs.
- o The employer's eligibility policy does not allow for retirees to enroll in an employer sponsored medical plan if the retiree has previously declined coverage.
- o A minimum of 90-day implementation is required.
- o Anthem may retroactively modify the premium rates if the data provided is inaccurate or new data is submitted that varies from the data previously provided to Anthem by group or its representative.
- o CMS guidance does not allow a network based Medicare Advantage plan (LPPD, HMO) to be offered with an individual Part D waiver plan. If the Medicare Advantage plan is being offered with another carrier's Part D group waiver plan, the Part D carrier must coordinate care with Anthem.
- o This quote is contingent upon the majority of the enrolled membership residing in an adequate network service area. The service area and plan design are subject to CMS approval.
- Multi-Year Stipulation; Multi-Year pricing may be adjusted if any of the following stipulations are not met.**
- o The Medicare Advantage (MA Only) premium is guaranteed for 36 months. The medical (MA only) premium increase for 2023 and 2024 are guaranteed at a 0% increase plus any additional government imposed taxes or fees, if applicable. Supplemental benefit buy-up rates are good for 2022. Vendors will review the offer annually.
- o 2023 applicable CMS EGWP benchmarks are at least as great as applicable 2022 CMS EGWP benchmarks in aggregate (assuming FFS rates track to EGWP benchmarks).
- o 2024 applicable CMS EGWP benchmarks are at least as great as applicable 2023 CMS EGWP benchmarks in aggregate (assuming FFS rates track to EGWP benchmarks).
- o Overall CMS risk score actions - including normalization, model changes and coding difference adjustments - not to be worse than a 2% reduction each and any year for 2023, and 2024 in terms of overall impact to group.
- o Employer Group must implement plan parameters and formularies approved by CMS each year.
- o Group contracts for a minimum of three years.
- o Assumes group/fund membership will not vary more than 10% from the quoted membership and county mix does not change by more than 10%.
- o Renewal caps do not include additional products, plan changes, or services being added to the retiree group offering by Anthem or another carrier.
- o Renewal caps also exclude additional government imposed taxes or fees, and do not apply if regulatory or legislative changes materially modify the product offering.

- o The rate cap is invalid if there is a pandemic (an outbreak of a disease over a wide geographic area that affects an exceptionally high proportion of members) declared by the Centers for Disease Control to have occurred during the policy period.
- o If a Force Majeure event occurs during the policy period, this rate cap may be revoked. "Force Majeure" means any cause beyond the reasonable control of a Party, including but not limited to acts of God, civil or military disruption, terrorism, fire, strike, flood, riot or war.

Other Stipulations

- o Members are allowed to switch benefits solely for the purpose of matching spouses to their retirees' benefits.
- o 2022 medical benefits have changed slightly from current benefits. Please refer to benefit summaries for details.
- o The quote includes HCSPP1500x36, BV4PA and TRPP12.

Addendum B – Performance Guarantee Agreement

This Addendum to the Medicare Advantage Group Agreement between Anthem Blue Cross and Blue Shield (hereinafter "Anthem") and Bridgeport, City and Board of Education (hereinafter "Group") dated as of January 1, 2022 provides certain guarantees pertaining to Anthem's performance under the Agreement ("Performance Guarantees") and shall be effective for the period from January 1, 2022 through December 31, 2024 (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachment to this Addendum and incorporated by reference into this Addendum. This Addendum shall supplement the Agreement. If there are any inconsistencies between the terms of the Agreement, including any prior Addendums or Exhibits, and this Addendum, the terms of this Addendum shall control. Capitalized terms used but not defined herein shall have the meaning(s) set forth in the Agreement.

Section 1. General Conditions

- A. The Performance Guarantees described in the Attachment to this Addendum shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachment.
- B. Each Performance Guarantee shall specify:
- (1) Performance Category. The term Performance Category describes the general type of Performance Guarantee.
 - (2) Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
 - (3) Measurement Period. The term Measurement Period is the period of time over which Anthem's performance is measured, which may be the same as or different from the period of time equal to the Performance Period.
 - (4) Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
 - (5) Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- C. Anthem shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachment to this Addendum. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by Anthem shall be based on Anthem's then current measurement and calculation methodology, which shall be available to Group upon request.
- D. Any audits performed by Anthem to test compliance with any of the Performance Guarantees shall be based on a statistically valid sample size with a 95% confidence level.
- E. If the Parties do not have a fully executed Agreement in effect at the end of the Measurement Period, Anthem shall have no obligation to make payment under these Performance Guarantees.
- F. Unless otherwise specified in the Attachment to this Addendum, the measurement of the Performance Guarantee shall be based on: (1) the performance of any service team, business unit, or measurement group assigned by Anthem to the activity to which the specific Performance Guarantee being measured relates; and (2) data that is maintained and stored by Anthem or its Vendors.
- G. If Group terminates the Agreement prior to the end of the Performance Period, or if the Agreement is terminated by Anthem for non-payment of amounts owed by Group to Anthem, then Group shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.
- H. Anthem reserves the right to make changes to or eliminate any of the Performance Guarantees provided in the Attachment to this Addendum upon the occurrence, in Anthem's determination, of any of the following:

- (1) A change to the plan benefits or the administration of the plan initiated by Group that results in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee; or
 - (2) Changes in law
 - (3) The number of Medicare Advantage enrolled members goes up or down by 10% or more after your plan or renewal starts.
- I. Some Performance Guarantees may measure and compare year to year performance. The term "Baseline Period" refers to the equivalent time period designated in the Attachment to this Addendum preceding the Measurement Period.
 - J. As determined by Anthem, Performance Guarantees may be measured using either aggregated data or Group-specific Data. The term Group-specific Data means the data associated with Group's Plan that has not been aggregated with other data from other groups. Performance Guarantees will specify if Group-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
 - K. Performance will be based on the results of a designated service team/business unit assigned to Group, unless the guarantee is noted differently.
 - L. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if the Group participates in the program and such components for the entirety of the Measurement Period associated with the Performance Guarantee.
 - M. All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement Period that impacts a meaningful portion of the Group's population.
 - N. Performance Guarantees apply when there are 500 or more enrolled members on the Effective Date and throughout the Performance Period.
 - O. The credit for any penalties will be calculated on a Per Member Per Month (PMPM) basis.

Section 2. Payment:

- A. If Anthem fails to meet any of the obligations specifically described in a Performance Guarantee, Anthem shall pay Group the applicable amount set forth in the Attachment describing the Performance Guarantee. Payment shall be in the form of a check to the Group which will occur annually unless otherwise stated in the Performance Guarantee.
- B. Notwithstanding the above, Anthem has the right to offset any amounts owed to Group under any of the Performance Guarantees contained in the Attachment to this Addendum against any amounts owed by Group to Anthem, including, without limitation, under the Agreement.
- C. Notwithstanding the foregoing, Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Group's timely performance of its obligations provided in the Agreement, in this Addendum and the Attachment, including providing Anthem with the information or data required by Anthem in the Attachment. Anthem shall not be obligated to make payment under a Performance Guarantee if Group's or Group's vendor's action or inaction adversely impacts Anthem's ability to meet any of its obligations provided in the Attachment related to such Performance Guarantee, which expressly includes, but is not limited to, Group's or its vendor's failure to timely provide Anthem with accurate and complete data or information in the form and format expressly required by Anthem.
- D. Where the Amount at Risk for a Performance Guarantee is on a Per Member Per Month (PMPM) fee basis, the Guarantee will be calculated by multiplying the PMPM amount by the actual annual enrollment during the Measurement Period.

**Addendum B – Performance Guarantee Agreement
Attachment**

AMOUNT AT RISK

The total amount at risk for the below performance guarantees between Anthem and Group shall not exceed \$3.85 PMPM in each of Years One – Three.

Performance Category	Year One	Year Two	Year Three
	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023	1/1/2024 - 12/31/2024
Medicare Advantage Member Services - Call Abandonment Rate	\$0.55 PMPM	\$0.55 PMPM	\$0.55 PMPM
Medicare Advantage Member Services - Service Level	\$0.55 PMPM	\$0.55 PMPM	\$0.55 PMPM
Medicare Advantage Member Services – Member Satisfaction	\$0.55 PMPM	\$0.55 PMPM	\$0.55 PMPM
Medicare Advantage Member Services – Resolution & Trust	\$0.55 PMPM	\$0.55 PMPM	\$0.55 PMPM
Medical Claims Processing Accuracy	\$0.55 PMPM	\$0.55 PMPM	\$0.55 PMPM
Medical Claims Processing Timeliness	\$0.55 PMPM	\$0.55 PMPM	\$0.55 PMPM
Electronic Eligibility File Load Timeliness	\$0.55 PMPM	\$0.55 PMPM	\$0.55 PMPM

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement & Reporting Period
			Results	Penalty	Measurement Period
Medicare Advantage Member Services – Call Abandonment Rate	Year 1 - 3 \$0.55 PMPM	A maximum of 5% of member calls will be abandoned. Abandoned Calls are defined as member calls that are waiting for a Customer Service Representative (CSR) but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls abandoned in less than five seconds will not be included in this calculation. This will be measured on the Medicare Advantage population enrolled through Group contracts.	Results	Penalty	Measurement Period
			5.0% or Less	None	Annual
			5.01% to 5.50%	25%	Reporting Period
			5.51% to 6.0%	50%	Annual
Medicare Advantage Member Services – Service Level	Year 1 - 3 \$0.55 PMPM	80% of calls will be answered by a CSR within 30 seconds or less. Service Level is defined as the percentage of calls answered by a CSR within 30 seconds or less; out of total calls received. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system. This will be measured on the Medicare Advantage population enrolled through Group contracts.	Results	Penalty	Measurement Period
			80% or Greater	None	Annual
			79.0% to 79.9%	25%	Reporting Period
			78.0% to 78.9%	50%	Annual
Medicare Advantage Member Services – Member Satisfaction	Year 1 - 3 \$0.55 PMPM	A minimum average score of 85% will be attained on the service skills component of the member satisfaction survey. The e-mail survey is conducted after a member calls a customer service representative (CSR). Each member caller is asked to rate the CSR. The response is scored based on the total number of attributes that a member caller rates as positive, defined as top-2-box scores, divided by the number of attributes for which the member caller provides an answer (Member Score). This Guarantee will be calculated by determining the average of all Member Scores. This will be measured on the Medicare Advantage population enrolled through Group contracts.	Results	Penalty	Measurement Period
			85.0% or Greater	None	Annual
			82.5% to 84.9%	25%	Reporting Period
			80.0% to 82.4%	50%	Annual
			Less than 80.0%	100%	

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement & Reporting Period
			Results	Penalty	Measurement Period
Medicare Advantage Member Services – Resolution & Trust	Year 1 - 3 \$0.55 PMPM	A minimum of 80% of first calls will be fully resolved or the member expects Anthem will resolve the issue. Anthem will measure this Guarantee using the results of the Resolution and Trust data captured in our Customer Survey. A positive score occurs if either the call was resolved or the call was not resolved but the member was told that there would be follow-up action taken and trusts that it will be. This will be measured on the Medicare Advantage population enrolled through Group contracts.	80.0% or Greater	None	Annual
			77.5% to 79.9%	25%	Reporting Period
			75.0% to 77.4%	50%	Annual
			Less than 75%	100%	
Medical Claims Processing Accuracy	Year 1 - 3 \$0.55 PMPM	A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for Groups that request changes to Plan benefits, until all such changes have been implemented. This will be measured on Anthem's Medicare book of business.	97% or Greater	None	Annual
			96.0% to 96.9%	25%	Reporting Period
			94.0% to 95.9%	50%	Annual
			Less than 94.0%	100%	
Medical Claims Processing Timeliness	Year 1 - 3 \$0.55 PMPM	A minimum of 95% of clean medical Claims will be processed timely provided that Anthem receives accurate and timely eligibility information to allow timely Claims processing. Clean medical Claims are defined as Claims that process through the system without the need to obtain additional information from the Provider, Member, or other external sources. Processed Timely is defined as clean medical Claims that have been adjudicated within 30 calendar days of receipt. This Guarantee will be calculated based on the number of clean medical Claims Processed Timely divided by the total number of clean Claims. The calculation of this Guarantee does not include Claim adjustments and does not include Claims for Members enrolled under COBRA. The calculation of this Guarantee also excludes in any quarter, Claims for Groups when Group requests changes to Plan benefits, until all such changes have been implemented. This will be measured on Anthem's Medicare book of business.	95% or Greater	None	Annual
			94.0% to 94.9%	25%	Reporting Period
			93.0% to 93.9%	50%	Annual
			Less than 93.0%	100%	
Ongoing Electronic Eligibility File Load Timeliness	Year 1 - 3 \$0.55 PMPM	100% of clean, electronic enrollment files will be loaded for system processing within 72 hours of receipt.	72 Hours or Less	None	Annual
			73 to 76 Hours	25%	Reporting Period
			77 to 80 Hours	50%	Annual
			Greater than 80 hours	100%	



CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

ERIC M. AMADO
Personnel Director

MELVA FALBERG
Chairperson

LASHEA HALL
Vice Chairperson

Commissioners
RALPH R. FORD, JR., PHD
PAUL GRECH
RICHARD P. RODGERS

Wednesday, July 27, 2022

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: Tax Assessor Job Description (Specification) Update

Dear Honorable Members:

Pursuant to Civil Service Rule IX, sec. 3, this correspondence is to formally request for your approval to update the job description of the classification of Tax Assessor.

*"With the approval of the commission the personnel director may revise and amend the specification for any class in the classified service for purposes of precision or to conform to changed conditions making it desirable to alter the scope of such specification. **But no such revision or amendment may be made affecting the minimum qualifications as to experience and education without the approval of the common council;** if the common council fails to act on such proposed revision or amendment within thirty days of receipt thereof, then such failure to act shall be legally equivalent to approval."*

The specifications for the position of Tax Assessor have been reviewed for purposes of conducting proper examination and validation. Based on the results of the job analysis for this classification, it has been determined that the job description must be revised to conform to current professional tax assessment standards. The revision of this job description includes amendment to the minimum qualifications of experience. The Civil Service Commission unanimously approved these revisions at its June 29, 2022 Special Meeting. Record of the vote has been included for your reference.

Enclosed you will find full-text copy of the current and proposed Tax Assessor job description.

Please note that Civil Service Rule IX, sec. 3 imposes an important time constraint related to action by the Common Council on this type of communication. This is:


1. *if the common council fails to act on such proposed revision or amendment **within thirty days of receipt thereof**, then such failure to act shall be legally equivalent to approval.*

22 JUL 29 AM 11:40

Please note: This time limit is brought to the Council's attention in case a special meeting or agenda modification is necessary to protect the City Council's right to approve or disapprove noticed revisions.

On behalf of the Civil Service Commission, I respectfully request the City Council approve the attached specification revision.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eric Amado".

Eric Amado
Personnel Director

cc: Mayor Joseph P. Ganim
Daniel Shamas – Chief of Staff
Janene Hawkins – Chief Administrative Officer
Bridgeport Civil Service Commissioners

Tax Assessor Job Specification – Old

CLASS TITLE: TAX ASSESSOR

1. Duties that are Characteristic as to Type and Level:

Professional public municipal assessment work of a difficult and responsible nature in planning, directing, and supervising a continuing municipal program of real and personal property assessment for taxation purposes in accordance with local and state law, performed under the general administrative direction of the Chief Financial Officer.

2. Typical Tasks or Assignments:

Compiles and prepares the Grand List and certifies the Grand List for public review; administers state laws affecting real and personal property assessments; develops formulas for personal property assessments; keeps abreast of appraisal procedures, market trends and construction costs; conducts inspections of existing properties, improved properties and properties under construction to determine value of properties; maintains and updates information concerning property sales and other valuation indicators such as income and expenses, motor vehicles and personal properties; direct, supervise and defend property revaluation processes; review transcripts of all property transfers for accuracy of title and market value analysis; review land subdivisions and lot splits for accuracy, proper assignment of lot numbers and valuation; approve all new building assessments and conduct random field inspections; develop and submit required reports to City and State officials; provide public with information regarding property sales, titles and assessment procedures; supervises maintenance of assessment maps, records and lists; reviews and records authorized tax exemptions; responds to taxpayer inquiries regarding assessment programs administered by the department; handles complaints of property owners disputing assessed values; prepares court defense for cases stemming from appeals to the Board of Tax Review; serves as expert witness for the city in litigation; implements all state and city tax relief programs; attends a variety of Board and City Council meetings as required; prepares and administers annual departmental

budget; supervises a department staff consisting of professional appraisers and general clerical employees; responsible for the training and development of employees of the department; performs related work as required.

3. Minimum Qualification Requirements:

a. As to education, training and experience:

Seven years experience in professional assessing or appraising of commercial, industrial, residential and personal property of which three (3) years should be at a supervisory level in a major municipality.

College degree in Business Administration or a related field.

A satisfactory equivalent combination of education, training and experience.

b. As to special knowledge, ability and skill:

Ability to obtain the Connecticut Municipal Assessor certification within a twelve-month period.

Familiarity with Computer Assisted Mass Appraisal (CAMA) terminology.

Possession of a Connecticut Motor Vehicle Operator's License.

Tax Assessor Job Specification – New

**CITY OF BRIDGEPORT
JOB DESCRIPTION**

Job Title:	Tax Assessor
Department:	Finance
Reports To:	Director of Finance and/or Department Authority/Designee
Union / Pay Grade:	Bridgeport City Supervisors Union (BCSA)
Job Class Code:	1611

GENERAL STATEMENT OF DUTIES:

Under general administrative direction of the Finance Director, performs work of a difficult and responsible nature in planning, directing, and supervising a continuing municipal program of real and personal property assessment for taxation purposes in accordance with local and state law. Performs related work as required.

SUPERVISION EXERCISED:

The Tax Assessor supervises a staff consisting of but not limited to the following job classifications: Deputy Tax Assessor, Property Appraiser I and II, and Tax Assessment Professional(s).

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties described below are the primary functions and duties of the position. There may be other types of work performed, and the omission of a particular duty or function does not exclude that duty or function from the position provided the duty or function is similar in work, related to the work, or logically assigned to the position.

1. Applies advanced knowledge of valuation and appraisal principals and methodology to provide subject matter expertise to staff, other City departments, the Board of Assessment Appeals, the public, etc., and to solve complex problems.
2. Reviews departmental policies and procedures to ensure compliance with state laws governing real and personal property assessments, and identifies ways to enhance the efficiency and effectiveness of assessment procedures according to current industry best practices.
3. Oversees the preparation of the Grand List of Taxable Property for the City of Bridgeport, and certifies the Grand List for public review as prescribed by state law.
4. Monitors the completion of work performed by department staff to ensure adherence to timelines and schedules for the department's programs.
5. Reviews the work of staff to ensure that staff follow proper valuation methodologies, make appropriate decisions granting or denying exemptions, and complete required state forms and reports.
6. Delegates work and establishes priorities for staff, and alters work plans and schedules as needed to meet changing priorities of work objectives, resources, and/or workload demands, and to ensure the department's work is completed in a timely and efficient manner, and in accordance with mandated timelines.

7. Provides consultation and guidance to staff regarding the appropriate courses of action to resolve unusual, sensitive, or complex problems.
8. Provides the public with information regarding property sales, titles, and assessment procedures; and addresses complaints of property owners disputing assessed values.
9. Calculates real property values based on comparable sales and market trends.
10. Calculates values of personal property, taking into account such factors as depreciation, replacement costs, and income potential.
11. Obtains sales information about comparable properties and researches and analyzes real estate market trends such as sales prices, rents, construction costs, etc., as part of the property valuation process.
12. Performs field inspections of residential and commercial buildings and property, including new construction, alterations, and demolition, to gather information for use in valuation.
13. Collaborates with the City Attorney and the Board of Assessment Appeals in the formal appeal process and as a subject matter expert regarding valuation methodology.
14. Attends meetings of the Board of Assessment Appeals and City Council as required, and testifies in court or hearings regarding department policies and procedures, and valuation decisions and methodology.
15. Ensures the protection of confidential data by monitoring and controlling access to department systems and files.
16. Prepares a variety of documents (e.g., email, meeting summaries, memos, letters, briefing documents, statistical and narrative reports, etc.) to answer questions, obtain information, and document findings, decisions, and recommendations using word processing, email, spreadsheet, and database programs.

MINIMUM EDUCATIONAL AND EXPERIENCE REQUIREMENTS:

- College graduation with a degree in Business Administration or a related field.
- At least seven years of professional experience in assessing or appraising commercial, industrial, residential, and personal property, of which a minimum of three years shall have been at a supervisory level in a Connecticut or Northeast Region municipality, or in a comparable private sector position. May qualify with an equivalent combination of education and experience.
- Currently hold, or obtain within twenty-four months of hire, a Connecticut Municipal Appraiser Certification (Level I or Level II).

MINIMUM KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- The procedures, powers and duties of the Tax Assessor under the Bridgeport City Charter and the general statutes of the state of Connecticut.
- The laws, rules, and regulations governing real and personal property assessment.
- The principles and practices of real and personal property valuation.
- Concepts of commercial property valuation including determining use, site improvements, building class and quality, etc.
- Revaluation principals and techniques.
- Supervisory principles, practices, and techniques to plan, oversee, and direct the work activities of subordinate employees.
- Basic arithmetic principles (e.g., addition, subtraction, multiplication, division, percentages, fractions) to analyze and interpret land areas, valuations, market, business financial, or other numerical data.
- Basic computer programs (e.g., Word, Excel, Outlook) to perform duties related to the job (i.e., create documents, send/receive email, analyze data, etc.).

Skill to:

- Apply the appropriate valuation technique based on the type of property being assessed.
- Determine real property values based on comparable sales and market trends.
- Perform field inspections of residential and commercial buildings and property, including new construction, alterations, and demolition, to gather information for use in valuation.
- Identify the information needed to investigate actions, solve problems, and make decisions; and locate the information using department and public records.
- Review data and information to assess quality, accuracy, completeness, and reliability to determine if it is sufficient for making the necessary decisions or recommendations.
- Review complaints by citizens or employees to determine appropriate response or action.
- Review staff work to ensure staff follow the appropriate valuation and audit methodologies, make appropriate decisions granting or denying exemptions, and complete required state forms and reports.
- Monitor the completion of work performed by department staff to ensure adherence to timelines and schedules for the department's programs.
- Establish performance expectations and provide coaching, guidance, and training to staff.

- Assess the effectiveness of current programs, policies, or procedures to identify changes necessary to improve the efficiency or effectiveness of the department.
- Perform basic mathematical calculations (e.g., addition, subtraction, multiplication, division, percentages, fractions) using a calculator or computer application (e.g., spreadsheet) to analyze and interpret valuations, business financial, staffing, labor market, or other numerical data.
- Communicate clearly and effectively in writing.

Ability to:

- Work cooperatively with others, demonstrating a commitment to achieving shared goals and objectives, including treating all others in a fair, respectful, and non-judgmental manner.
- Communicate in a clear, honest, and direct manner to ensure others understand one's ideas, opinions, recommendations, and decisions.
- Maintain current knowledge of changes to laws and regulations applicable to programs and services within area of responsibility by researching the information, reading reports or bulletins, and participating in informational meetings, webinars, and conference calls.
- Maintain the confidentiality of sensitive and confidential information, and take action to avoid or prevent potential breaches in confidentiality or security.
- Apply policies, laws, rules, regulations, or standards, to a specific situation or set of facts to solve problems and make decisions and recommendations.
- Maintain composure in the face of competing or conflicting demands, interruptions, and distractions.
- Act consistently in a manner that reflects positively on the department and the City.

DESIRED KNOWLEDGE AND SKILLS:

- Knowledge of multiple approaches to valuation, including the Market Data Approach and the Income Approach.
- Knowledge of the functioning and capabilities of mass appraisal software programs.
- Knowledge of the City of Bridgeport's tax relief programs.
- Knowledge of the purpose, purview, and functioning of the Board of Assessment Appeals to serve the Board as a subject matter expert and assist with formal appeals.
- Skill to analyze financial statements of businesses with income producing properties.
- Skill to evaluate businesses to determine the values of taxable personal property.
- Skill to conduct sales verification processes, establish market income ranges of income producing

property, and develop or revise formulas for personal property assessment.

- Skill to review departmental policies and procedures to ensure compliance with state laws governing real and personal property assessments.

PHYSICAL DEMANDS:

The conditions below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- Essential and marginal functions may require maintaining physical condition necessary for sitting for prolonged periods of time. Tasks may involve extended periods of time at a keyboard or workstation. Frequent downward flexion of neck, side-to-side turning of the neck, fine finger dexterity and grasp to manipulate the keyboard, telephone, writing instruments, papers, books, manuals, and reports.
- Ability to lift and carry objects weighing up to 25 pounds such as boxes of test materials, files, or other documents.
- Ability to see and read objects closely, as in typing from another document, reading/proofreading a report, read plans, using a computer monitor, filing and/or retrieving information from a filing system and verifying the accuracy of financial information.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. The above is intended to be a fair representation of the "typical" demands of the position.

Civil Service Commission Meeting (Special) – July 29, 2022 Record of the Vote

**CIVIL SERVICE COMMISSION SPECIAL MEETING
VIA ZOOM
JUNE 29, 2022**

VOTES

Commissioner Falberg called the regular meeting of the Civil Service Commission to order at 4:41 p.m. Present were Commissioners Rodgers, Hall and Ford; Personnel Director Eric Amado; Clerk to the Commission Deborah Brelsford; Ebony Jackson-Shaheed, Health and Social Services Director; Amy Lehaney, Health and Social Services Deputy Director; Andre Forde, Labor Relations Director

1. Updated Job Description – Tax Assessor

The Commission is asked to approve the updated job description for Tax Assessor in the Office of the Tax Assessor (Finance Department).

**** COMMISSIONER FORD MOVED TO APPROVE THE UPDATED JOB DESCRIPTION FOR TAX ASSESSOR IN THE OFFICE OF THE TAX ASSESSOR (FINANCE DEPARTMENT).**

**** COMMISSIONER HALL SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. Updated Job Description – Financial Manager Supervisor

The Commission is asked to approve the updated job description for Financial Manager Supervisor in the Finance Department.

**** COMMISSIONER FORD MOVED TO APPROVE THE UPDATED JOB DESCRIPTION FOR THE FINANCIAL MANAGER SUPERVISOR IN THE FINANCE DEPARTMENT.**

**** COMMISSIONER RODGERS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

3. Updated Job Description – Director of Environmental Sanitation

The Commission is asked to approve the updated job description for Director of Environmental Sanitation in the Health Department.

**** COMMISSIONER RODGERS MOVED TO TABLE THE UPDATED JOB DESCRIPTION FOR THE DIRECTOR OF ENVIRONMENTAL SANITATION IN THE HEALTH DEPARTMENT TO THE REGULARLY SCHEDULED JULY MEETING OF THE CIVIL SERVICE COMMISSION.**

**** COMMISSIONER HALL SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

4. New Job Classification and New Job Description – Health Code Enforcement Inspector

The Commission is asked to approve the new job classification and new job description for the Health Code Enforcement Inspector in the Health Department.

**** COMMISSIONER FORD MOVED TO APPROVE THE UPDATED JOB DESCRIPTION FOR THE NEW JOB CLASSIFICATION AND NEW JOB DESCRIPTION FOR THE HEALTH CODE ENFORCEMENT INSPECTOR IN THE HEALTH DEPARTMENT.**

**** COMMISSIONER HALL SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

5. New Job Classification and New Job Description – Healthcare Administrator

The Commission is asked to approve the new job classification and new job description for the Healthcare Administrator in the Health Department.

**** COMMISSIONER HALL MOVED TO TABLE THE UPDATED JOB DESCRIPTION FOR THE HEALTHCARE ADMINISTRATOR IN THE HEALTH DEPARTMENT TO THE REGULARLY SCHEDULED JULY MEETING OF THE CIVIL SERVICE COMMISSION.**

**** COMMISSIONER RODGERS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Amado noted that Mr. Andre Forde, the new Director of Labor Relations, was present on the call. Mr. Forde greeted the Commissioners and said that he was pleased to be working for the City of Bridgeport.

Ms. Brelsford announced that the next regular meeting would be on July 12th. In the event that Commissioner Falberg is not available, Commissioner Hall will be the Acting Chair.

ADJOURNMENT

**** COMMISSIONER ROGERS MOVED TO ADJOURN.**

**** COMMISSIONER HALL SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 5:15 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

ERIC M. AMADO
Personnel Director

MELVA FALBERG
Chairperson

LASHEA HALL
Vice Chairperson

Commissioners
RALPH R. FORD, JR., PHD
PAUL GRECH
RICHARD P. RODGERS

Wednesday, July 27, 2022

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: New Permanent Position: Health Code Enforcement Officer

22 JUL 29 PM 12: 03

Dear Honorable Members:

Pursuant to Municipal Charter Chapter 17, section 206(d), this correspondence is to formally request for your approval to establish the classification and specifications of the Health Code Enforcement Inspector position.

"Whenever the appointing authority of any department desires to establish a new permanent position in the classified service, the personnel director shall make or cause to be made an investigation of the need of such position and report his findings to the commission. If upon consideration of the facts the commission determines that the work of the department cannot be properly and effectively carried on without the position, it shall classify and allocate the new position to the proper class after the position has been established by the city council... In such event the final action of the city council shall be promptly transmitted to the commission and the commission shall locate the position or positions therein approved to its proper class in the classification plan."

The specifications for the proposed position of Health Code Enforcement Inspector have been investigated for purposes of departmental operational necessity. The Department of Health and Social Services is currently undergoing re-organizational efforts toward accreditation. Based on continued engagement with the Director and Deputy Director of Public Health, the classification of Health Code Enforcement Inspector is necessary to properly execute Bridgeport environmental responsibilities. The demands of Health Department environmental services have increased, and the establishment of this position promotes greater technical services to the public.

The Civil Service Commission unanimously approved the establishment of this position including specification at its June 29, 2022 Special Meeting. Record of the vote has been included for your reference.

Enclosed you will find full-text copy of the proposed Health Code Enforcement Inspector job description.

On behalf of the Civil Service Commission, I respectfully request the City Council approve the attached specification revision.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Amado". The signature is fluid and cursive, with a large loop at the end.

Eric Amado
Personnel Director

cc: Mayor Joseph P. Ganim
Daniel Shamas – Chief of Staff
Janene Hawkins – Chief Administrative Officer
Bridgeport Civil Service Commissioners

Health Code Enforcement Inspector Job Description

**CITY OF BRIDGEPORT
JOB DESCRIPTION**

Job Title: **Health Code Enforcement Inspector**
Department: Health & Social Services
Reports To: Director of Health and/or Department Authority/Designee
Union / Pay Grade: National Association of Government Employees (NAGE)
Job Class Code:

SUPERVISION RECEIVED: Ranges from Daily to minimal; supervision provided on an as-needed basis.

GENERAL STATEMENT OF DUTIES:

The primary function for this position is to perform site inspections for Anti-Blight activities, housing and commercial code activities and lead hazards. This position will also maintain inspection notes, property violation records and lead inspection documentation for all inspections performed.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties described below are the primary functions and duties of the position. There may be other types of work that may be performed and the omission of a particular duty or function does not exclude that duty or function from the position provided the duty or function is similar in work, related to the work or logically assigned to the position.

- Inspect properties for Anti-Blight activities.
- Inspect dwellings and dwelling units for adequate access such as stairways, doorways, fire escapes; checks for sanitary facilities; checks for adequate heating facilities; checks for structural deterioration of walls, ceilings, windows, doors roofs, floors, etc.; inspects exterior porches, landings, balconies, stairs and exterior surfaces of buildings.
- Inspects commercial buildings and properties in all categories for conformance to the commercial code.
- Inspects for any and all other defects that may be injurious to the health and safety of occupants.
- Prepares and keeps visual, photographic and written records of inspections listing all violations.
- Investigates complaints.
- Assists in the interpretation of the Housing Code and other relevant codes.
- Meets with interested parties to discuss Housing Code violations and other code violations.
- Conducts dwelling investigations with an XRF to detect lead hazards.
- Follows state and federal protocol to monitor and ensure abatement of health threatening lead hazards.
- Establishes and maintains records of all investigations.
- Other duties as assigned by the Director of Health and/or Department Authority/Designee.

MINIMUM EDUCATIONAL REQUIREMENTS:

- High school graduation or equivalent; and
- Three years satisfactory full-time experience in building construction work or in investigational work;
- A satisfactory combination of education, training and experience at the discretion of management.

KNOWLEDGE, SKILLS AND ABILITIES:

- Good knowledge of the City of Bridgeport.
- Ability to speak a second language is preferred.
- Ability to keep records of inspections and to write reports.
- Strong interpersonal, analytical, organizational, written and oral communication skills required.
- The ability to be able to work independently and as part of a team.
- Computer literacy: knowledge of Microsoft Office applications (Word, Excel, and Outlook) and classification relevant software.

LICENSES AND CERTIFICATIONS:

- A valid Connecticut Driver's License is required for transportation between various sites.

The qualifications and salary level(s)/step(s) for this position will be based upon successful completion and retention of the following requirements:

Level/Step 1:	Minimum requirements, knowledge, skills, abilities and licenses/certifications.
Level/Step 2:	Connecticut Lead Inspector/Risk Assessor Certification.
Level/Step 3:	National Certification for Property Maintenance and Housing Inspection.
Level/Step 4:	Graduation from an accredited college or university with a bachelor's degree in Public Health or related field, at the discretion of management.

*All hires are required to meet the minimum qualifications. Incumbent classification holders shall obtain and maintain all listed requirements to progress to a subsequent salary level/step, irrespective of service within the classification.

PHYSICAL DEMANDS:

The conditions below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- While performing the duties of this job, the employee occasionally works near moving mechanical parts or in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, fumes, toxic or caustic chemicals or airborne particles, risk of electrical shock, and vibration.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, qualifications, physical, and cognitive which comprise this position. The above is intended to be a fair representation of the "typical" demands of the position.

The City of Bridgeport is an Equal Opportunity Employer VET/AA/DIS/SO/GI

Civil Service Commission Meeting (Special) Record of the Vote

**CIVIL SERVICE COMMISSION SPECIAL MEETING
VIA ZOOM
JUNE 29, 2022**

VOTES

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**** THE MOTION PASSED UNANIMOUSLY.**

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**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 5:15 p.m.

Respectfully submitted,

S. L. Soltes

Telesco Secretarial Services



ERIC M. AMADO
Personnel Director

CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION

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PAUL GRECH
RICHARD P. RODGERS

Wednesday, July 27, 2022

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: New Permanent Position: Healthcare Administrator

Dear Honorable Members:

Pursuant to Municipal Charter Chapter 17, section 206(d), this correspondence is to formally request for your approval to establish the classification and specifications of the Healthcare Administrator position.

"Whenever the appointing authority of any department desires to establish a new permanent position in the classified service, the personnel director shall make or cause to be made an investigation of the need of such position and report his findings to the commission. If upon consideration of the facts the commission determines that the work of the department cannot be properly and effectively carried on without the position, it shall classify and allocate the new position to the proper class after the position has been established by the city council... In such event the final action of the city council shall be promptly transmitted to the commission and the commission shall locate the position or positions therein approved to its proper class in the classification plan."

The specifications for the proposed position of Healthcare Administrator have been investigated for purposes of departmental operational necessity. The Department of Health and Social Services is currently undergoing re-organization and operational efforts toward accreditation. Based on continued engagement with the Director and Deputy Director of Public Health, the classification of Healthcare Administrator is necessary to properly execute Bridgeport clinical responsibilities. The demands of Health Department clinical services have increased, and the establishment of this position promotes greater clinical functions to the public.

The Civil Service Commission unanimously approved the establishment of this position including specification at its July 12, 2022 Regular Meeting. Record of the vote has been included for your reference.

2022 JUL 29 PM 12:02

Enclosed you will find full-text copy of the proposed Healthcare Administrator Inspector job description.

On behalf of the Civil Service Commission, I respectfully request the City Council approve the attached specification revision.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Amado". The signature is fluid and cursive, with the first name "Eric" and last name "Amado" clearly distinguishable.

Eric Amado
Personnel Director

cc: Mayor Joseph P. Ganim
Daniel Shamas – Chief of Staff
Janene Hawkins – Chief Administrative Officer
Bridgeport Civil Service Commissioners

Healthcare Administrator Job Description

**CITY OF BRIDGEPORT
JOB DESCRIPTION**

Job Title:	Healthcare Administrator
Department:	Health & Social Services
Division:	Communicable Disease
Reports To:	Director of Public Health and/or Department Authority/Designee
Union / Pay Grade:	Bridgeport City Supervisors Union (BCSA)
Job Class Code:	4513

GENERAL STATEMENT OF DUTIES:

Ensures that healthcare services are administered smoothly and efficiently. Functioning independently, incumbent will oversee the operations of the communicable disease health-care facility. Administrator will manage nursing staff schedules and coverage. Administrator will be responsible for staff coverage using contracted nurses from approved temporary agencies if needed. Experience with state and federal grants are a must and be able to report outcomes to stakeholders. Administrator is responsible for developing policies with the assistance of clinic staff and Emergency Preparedness Coordinator, plan staff needs, assisting the Director of Health with planning budgets and other financial needs of the clinic, create goals and strategies of quality improvement of care and patient experience. Must be able to collaborate with other departments to complete tasks. Evaluate the effectiveness of existing programs and recommend changes as needed. Performs related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties described below are the primary functions and duties of the position. There may be other types of work performed, and the omission of a particular duty or function does not exclude that duty or function from the position provided the duty or function is similar in work, related to the work, or logically assigned to the position.

1. Monitors the completion of work performed by department staff to ensure adherence to timelines and schedules for the department's programs.
2. Delegates work and establishes priorities for staff, and alters work plans and schedules as needed to meet changing priorities of work objectives, resources, and/or workload demands, and to ensure the department's work is completed in a timely and efficient manner, and in accordance with mandated timelines.
3. Provides consultation and guidance to staff regarding the appropriate courses of action to resolve unusual, sensitive, or complex problems.
4. Support the hiring, training, and supervision of new staff members.
5. Track and analyze patient satisfaction data, including inspection reports and interviews with patients and staff members.
6. Evaluate the quality of care provided by the organization and provide feedback to staff members on ways they can improve practices that may have a negative impact on patient care.
7. In collaboration with the Emergency preparedness coordinator, develop emergency preparedness plans and emergency response plans for the clinic.

8. Develop financial plans to maintain organizational health.
9. Ensure compliance with federal and state laws and regulations.
10. Attend public events to promote the services provided by the clinic.
11. Meet with local officials and community leaders to discuss community needs.
12. May be directed to complete other job duties as needed.
13. Ensures the protection of confidential data by monitoring and controlling access to department systems and files.
14. Prepares a variety of documents (e.g., email, meeting summaries, memos, letters, briefing documents, statistical and narrative reports, etc.) to answer questions, obtain information, and document findings, decisions, and recommendations using word processing, email, spreadsheet, and database programs.

MINIMUM EDUCATIONAL AND EXPERIENCE REQUIREMENTS:

- Bachelor's degree in healthcare administration, public health, or public administration; 1 - 3 years relevant experience may be required by the department, in addition to the bachelor's degree.

PREFERRED EDUCATIONAL QUALIFICATIONS:

- Two (2) to five (5) years of experience working in healthcare facilities.
- An advanced degree in healthcare administration, MHA, MPH, MHM, MPHA.
- Experience with infectious disease and infection control.

MINIMUM KNOWLEDGE, SKILLS, AND ABILITIES:

- Maintain notes and log or computer database.
- Performs basic procedures for computer assisted data analysis.
- Organizes training sessions and workshops for staff.
- Must possess abilities to communicate effectively to staff and community. Must be comfortable with public speaking and media.
- Supervisory principles, practices, and techniques to plan, oversee, and direct the work activities of subordinate employees.
- Basic arithmetic principles (e.g., addition, subtraction, multiplication, division, percentages, fractions) to analyze and interpret land areas, valuations, market, business financial, or other numerical data.
- Basic computer programs (e.g., Word, Excel, Outlook) to perform duties related to the job (i.e., create documents, send/receive email, analyze data, etc.).
- Work cooperatively with others, demonstrating a commitment to achieving shared goals and objectives, including treating all others in a fair, respectful, and non-judgmental manner.
- Communicate in a clear, honest, and direct manner to ensure others understand one's ideas, opinions, recommendations, and decisions.

PHYSICAL DEMANDS:

The conditions below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable

individuals with disabilities to perform the essential job functions.

- Essential and marginal functions may require maintaining physical condition necessary for sitting for prolonged periods of time. Tasks may involve extended periods of time at a keyboard or workstation. Frequent downward flexion of neck, side-to-side turning of the neck, fine finger dexterity and grasp to manipulate the keyboard, telephone, writing instruments, papers, books, manuals, and reports.
- Incumbents may be required to travel.
- Incumbent may have some exposure to communicable/infectious diseases and may be exposed to disagreeable conditions.
- Ability to lift and carry objects weighing up to 25 pounds such as boxes of test materials, files, or other documents.
- Ability to see and read objects closely, as in typing from another document, reading/proofreading a report, read plans, using a computer monitor, filing and/or retrieving information from a filing system and verifying the accuracy of financial information.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities, and qualifications which comprise this position. The above is intended to be a fair representation of the "typical" demands of the position.

The City of Bridgeport is an Equal Opportunity Employer VET/AA/DIS/SO/GI

Civil Service Commission Meeting (Regular) Record of the Vote

**CITY OF BRIDGEPORT
CIVIL SERVICE COMMISSION REGULAR MEETING
CITY HALL, WHEELER ROOMS A AND B
JULY 12, 2022 AT 4:30 P.M.**

VOTES

Vice Chairperson Hall called the regular meeting of the Civil Service Commission to order at 4:33 p.m. Present were Commissioners Ford, Grech and Rodgers; Personnel Director Eric Amado; Clerk to the Commission Deborah Brelsford; Atty. John Mitola, Atty. John Bohannon, Ebony Jackson-Shaheed, Health and Social Services Director; Sumit Sharma, Public Health Emergency Preparedness Coordinator, Andre Forde, Labor Relations Director; Attorney Tamara Titre, Senior Labor Relations Officer; Police Sergeant Johnson; Police Lieutenant Rozum, Aaron Curry, Municipal Garage Manager; Joe Tiago, Deputy Public Facilities Director; Jackson Sainville, Michele Davila

1. Meeting Minutes

The Minutes from regular monthly meeting on June 14, 2022 are submitted for review.

**** COMMISSIONER FORD MOVED TO APPROVE THE MINUTES OF JUNE 14, 2022 REGULAR MONTHLY MEETING AS SUBMITTED.**

**** COMMISSIONER GRECH SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE JUNE 14, 2022 REGULAR MONTHLY MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

2. Merit Increases – Certify for Payroll

Mr. Amado presented the report.

MERIT INCREASES FOR JULY 12, 2022 C.S.C MEETING

FIRE	JOB TITLE	EFFECTIVE AUGUST 4, 2022
JUSTIN BRUNYANSKY	FIRE FIGHTER	\$58,454.00 (2) TO \$65,996.00 (3)

MERIT INCREASES FOR JULY 12, 2022 C.S.C MEETING

POLICE	JOB TITLE	EFFECTIVE AUGUST 6, 2022
JOHN ANDREWS	POLICE LIEUTENANT	\$96,611.00 (2) TO \$99,399.00 (3) TOP

**** COMMISSIONER FORD MOVED TO APPROVE THE MERIT INCREASES AS PRESENTED.**

**** COMMISSIONER GRECH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COMMISSIONER FORD MOVED TO TABLE THE UPDATED JOB DESCRIPTION FOR THE DIRECTOR OF ENVIRONMENTAL SANITATION IN THE HEALTH DEPARTMENT TO THE REGULARLY SCHEDULED AUGUST MEETING OF THE CIVIL SERVICE COMMISSION.**

**** COMMISSIONER GRECH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

New Job Classification and New Job Description – Healthcare Administrator

The Commission is asked to approve the new job classification and new job description for the Healthcare Administrator in the Health Department.

**** COMMISSIONER FORD MOVED TO APPROVE THE UPDATED JOB DESCRIPTION FOR THE NEW JOB CLASSIFICATION AND NEW JOB DESCRIPTION FOR THE HEALTHCARE ADMINISTRATOR IN THE HEALTH DEPARTMENT.**

**** COMMISSIONER GRECH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

7. Request to Extend Probationary Period

The Commission has received a request from Mr. Aaron Curry and Mr. Joe Tiago to extend the probationary period another six (6) months to 12/1/22 for Jackson Sainville, Mechanic in Public Facilities, to pass his ASE test. The Civil Service Commission previously extended his probationary period for six (6) months at its December 14, 2021 meeting

**** COMMISSIONER FORD MOVED TO APPROVE THE REQUEST FROM MR. AARON CURRY AND MR. JOE TIAGO TO EXTEND THE PROBATIONARY PERIOD ANOTHER SIX (6) MONTHS TO 12/1/22 FOR JACKSON SAINVILLE, MECHANIC IN PUBLIC FACILITIES, TO PASS HIS ASE TEST.**

**** COMMISSIONER GRECH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

8. Waiver Request

The Commission has received a request for a 6-month waiver from Michele Davila entry level Firefighter #2380 applicant to pass CPAT.

**** COMMISSIONER GRECH MOVED TO APPROVE THE REQUEST FOR A 6-MONTH WAIVER FROM MICHELE DAVILA ENTRY LEVEL FIREFIGHTER #2380 APPLICANT TO PASS CPAT.**

**** COMMISSIONER FORD SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COMMISSIONER GRECH MOVED TO SUSPEND THE RULES AND AMEND THE AGENDA TO ALLOW THE LEGAL REPORT TO BE PRESENTED AT THAT TIME DUE TO TIME CONSTRAINTS.**

**** COMMISSIONER FORD SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

9. Legal Report



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 111-21
Submitting Department / Contact Name: Central Grants Office
Joseph Katz
Subject: Grant Submission: re CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program. (#23374 & #23435 & #23439)
Referred to Committee: Immediate Consideration
City Council Date: August 1, 2022

Attest:

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

8/4/22

Date

22 AUG - 5 AM 11: 22



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

COMM. #111-21 Ref'd For IMMEDIATE CONSIDERATION on 08/01/2022

July 27, 2022

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program (#23374 & #23435 & #23439)

Attached, please find a Grant Summary and Resolution for the **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program (#23374 & #23435 & #23439)**. Submittal of this proposal requires legislative authorization. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, August 1, 2022 for **IMMEDIATE CONSIDERATION** in order to submit this proposal.

If you have any questions or require any additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program (#23374 & #23435 & #23439)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking \$112,305,456 through the CT DECD Community Investment Fund (CIF) 2030 to fund three economic development projects, including remediation and development at the former A.G.I. Rubber Company site, restoration of the Majestic and Palace Theaters, and gap financing to complete the Civic Block Project.

This funding will support the construction of a mixed-use, mixed-income housing development at the site of the former A.G.I. Rubber Company on Stratford Avenue. With funding from CIF, the City will be able to spearhead environmental cleanup at this site, as well as raise the site's elevation, create resilient waterfront infrastructure, construct a public-access promenade, and provide gap financing for affordable housing units at the site. As proposed, this funding will also support the restoration of the historic Majestic and Palace theaters on Main Street, bringing both spaces up-to-code as fully functional performing arts venues. The project will also include several new retail spaces and a new restaurant on the second level of the office and hotel building. Finally, the proposed CIF funding will also support the Civic Block Project in the City's East End. The City will use this funding to build perimeter streetscape infrastructure around entire block. This will include new sidewalks, lighting, trees, pedestrian amenities, the undergrounding of overhead utilities, the realignment of 1-2 intersections to create better safety and service, and the completion of hardscape and landscape treatments. This project will also include gap financing for the grocery store development at the site.

CONTRACT PERIOD: tbd

TOTAL REQUEST: \$112,305,456

Restoration of the Majestic and Palace Theaters – \$99,855,456

Remediation and development at the former A.G.I. Rubber Company site - \$8,000,000

Gap financing to complete the Civic Block Project - \$4,450,000

BUDGET – Theater Restoration (#23439)

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 99,855,456
City:	\$ 565,860
Private funds:	\$ 20,800,000

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 67,552,007

Administration:	\$ 18,117,527
Design:	\$ 14,185,922

MATCH REQUIRED – City Funds		
	CASH	IN-KIND
Demolition:	\$ 0	\$ 0
Property Value:	\$ 0	\$ 565,860

BUDGET – A.G.I. Remediation & Development (#23374)

FUNDING SOURCES (include matching funds):	
Federal:	\$ 200,000
State:	\$ 8,000,000
City:	\$ 1,200,000
Private funds:	\$ 52,186,842

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 6,500,000
Remediation:	\$ 1,500,000
Design:	\$

MATCH REQUIRED		
	CASH	IN-KIND
Demolition:	\$ 1,200,000 (Municipal funds)	\$
Remediation:	\$ 200,000 (Federal EPA Grant)	\$ 0

BUDGET – Civic Block (#23435)

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 4,450,000
City:	\$ 3,655,000
Private funds:	\$ 7,710,000

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 4,450,000
Remediation:	\$
Design:	\$

MATCH REQUIRED		
	CASH	IN-KIND
Land Value:	\$	\$ 2,130,000
Remediation:	\$ 725,000 (State DECD Grant)	\$
Construction:	\$ 600,000 (State DECD Grant)	\$
Planning:	\$ 200,000 (State DECD Grant)	\$

A Resolution by the Bridgeport City Council

Regarding the

**CT Department of Economic and Community Development –
Community Investment Fund 2030 Grant Program
(#23374 & #23435 & #23439)**

WHEREAS, the **CT Department of Economic and Community Development** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Community Investment Fund 2030 Grant Program**; and

WHEREAS, funds under this grant will be used to fund three economic development projects including:

Restoration of the Majestic and Palace Theaters – \$99,855,456
Remediation and development at the former A.G.I. Rubber Company site - \$8,000,000
Gap financing to complete the Civic Block Project - \$4,450,000

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program** to fund these critical projects;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **CT Department of Economic and Community Development** for the purpose of its **Community Investment Fund 2030 Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT Department of Economic and Community Development** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

Item# *91-21 Consent Calendar

Resolution regarding 2022 Third Round of City Sidewalk Repair Pilot Program.



**Report
of
Committee
On**

Public Safety and Transportation

City Council Meeting Date: August 1, 2022

Lydia N. Martinez

Attest:

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
22 AUG 17 AM 10:55

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *91-21 Consent Calendar

2022 Third Round of City Sidewalk Repair Program List of Repairs

RESOLUTION

WHEREAS, numerous sidewalks in the City of Bridgeport {"City"} are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property (ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *91-21 Consent Calendar

-2-

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby

RESOLVED, BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A; and it is further

RESOLVED, that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.



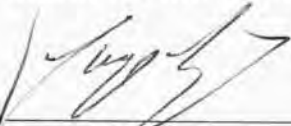
City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *91-21 Consent Calendar

-3-


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle, Co-Chair

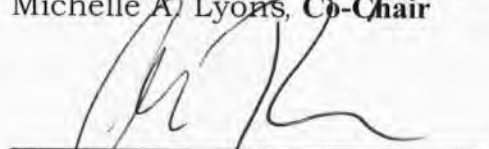


Jorge Cruz

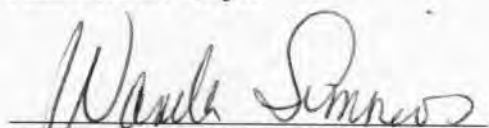
Alfredo Castillo



Michelle A. Lyons, Co-Chair



Aikeem G. Boyd



Wanda R. Simmons

AmyMarie Vizzo-Paniccia

City Council Date: August 1, 2022

EXHIBIT A

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES
Submitted for City Council Review and Referral to Committee - May 23, 2022**

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
106	Ashley Street	06610	Aurea E.	Reillo, et al	\$3,523.50	\$3,523.50	\$7,047.00
265	Bunnell Street	06607	Andre	Johnson	\$3,675.00	\$3,675.00	\$7,350.00
3083	Fairfield Avenue	06605	Richard & Judith	DeParle	\$1,668.00	\$1,668.00	\$3,336.00
162	Horace Street	06610	Edrick	Anderson	\$2,287.00	\$2,287.00	\$4,574.00
1321	Iranistan Avenue	06605	Jimmy and Sylvia A.	Smith, Jr.	\$3,959.50	\$3,959.50	\$7,919.00
28	Laurel Avenue	06605	Gene	Jules	\$3,687.00	\$3,687.00	\$7,374.00
114	Lewis Street	06605	David	Perez	\$3,027.00	\$3,027.00	\$6,054.00
116	Linen Avenue	06604	Franklyn S.	Felder	\$4,231.00	\$4,231.00	\$8,462.00
2505	Madison Avenue	06606	Judy A.	Dearmas	\$2,999.50	\$2,999.50	\$5,999.00
3233	Main Street	06606	Antonio	Ramos, et al	\$3,854.50	\$3,854.50	\$7,709.00
1279	Noble Avenue	06608	Sandra I.	Ramos	\$3,383.00	\$3,383.00	\$6,766.00
2080	North Avenue	06604	Patrick	Johnson, et al	\$3,191.50	\$3,191.50	\$6,383.00
181	Orchard Street	06608	Raquel	Morales	\$4,196.50	\$4,196.50	\$8,393.00
115	Park Avenue	06604	Paul & Gertrud & Peter	Yasutake	\$6,654.50	\$6,654.50	\$13,309.00
193	Prince Street	06610	Marie J.	Joseph	\$2,549.50	\$2,549.50	\$5,099.00
838	William Street	06608	Yuderkis	Mejia	\$2,590.50	\$2,590.50	\$5,181.00

Item # *95-21 Consent Calendar

Grant Submission: CT Department of Agriculture -
Local Food Purchase Assistance Cooperative
Agreement Program. (#23431)



Report
of
Committee
On

CEC and Environment

City Council Meeting Date: August 1, 2022

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Quinn
Joseph P. Quinn Mayor

Date Signed:

8/10/22
8/10/22

22 AUG 10 PM 3: 24



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *95-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
CT Department of Agriculture
Local Food Purchase Assistance Cooperative Agreement Program
(#23431)**

WHEREAS, the **CT Department of Agriculture** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Local Food Purchase Assistance Cooperative Agreement Program**; and

WHEREAS, funding will be used to purchase produce from small CT farmers and producers to distribute to low-income families and individuals in and around Bridgeport's East End through a collaboration with the East End NRZ Market & Cafe; and

WHEREAS, this project will also fund the creation and distribution of recipes, surveys, and guidance for recipients surrounding the benefits of healthy, local food; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Agriculture Local Food Purchase Assistance Cooperative Agreement Program** to support local producers and improve access to healthy foods for low-income Bridgeport residents.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **CT Department of Agriculture** for the purpose of its **Local Food Purchase Assistance Cooperative Agreement Program**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT Department of Agriculture** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut

Office of the City Clerk

Committee on ECD and Environment
Item No. *95-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

Item# *96-21 Consent Calendar

Grant Submission: National Fish and Wildlife Foundation - Long Island Sound Futures Fund. (#23614)



Report
of
Committee
On

CEQD and Environment

City Council Meeting Date: August 1, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
22 AUG 17 AM 10:55
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *96-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
National Fish and Wildlife Foundation
Long Island Sound Futures Fund
(#23614)**

WHEREAS, the **National Fish and Wildlife Foundation** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Long Island Sound Futures Fund**; and

WHEREAS, funds under this grant will be used to engage volunteers and partners from the Town of Fairfield, the Aspetuck Land Trust, the City of Bridgeport's Mayor Conservation Corps, and the Ash Creek Conservation Association to plant native species of grasses and shrubs at the Ash Creek Tidal Estuary; and

WHEREAS, the purpose of this work is to help stabilize the Ash Creek estuary and prevent the erosion of the Sand Spit; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **National Fish and Wildlife Foundation Long Island Sound Futures Fund** to help preserve this critical natural resource for the residents of Bridgeport.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **National Fish and Wildlife Foundation** for the purpose of its **Long Island Sound Futures Fund**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **National Fish and Wildlife Foundation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. *96-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

Please Note: Mayor Did Not Sign Report

Item # *97-21 Consent Calendar

Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program. (#23270)



Report
of
Committee
On

CCD and Environment

City Council Meeting Date: August 1, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
CITY CLERKS OFFICE
22 AUG 17 AM 10:55
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *97-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Southwestern Connecticut Agency on Aging (SWCAA) –
Title III Funding Older Americans Act Grant Program -
Elderly Hispanic Program
(#23270)**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to support the Elderly Hispanic Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to continue to provide information, assistance, and referral services to low-income, Hispanic adults aged 60+ in the Bridgeport area.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. *97-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

City Council Date: August 1, 2022

Item # ***98-21 Consent Calendar**

Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities. (#23533)



**Report
of
Committee
On**

CEA and Environment

City Council Meeting Date: August 1, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
CITY CLERKS OFFICE
22 AUG 17 AM 10:55
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *98-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Southwestern Connecticut Agency on Aging (SWCAA) –
Title III Funding Older Americans Act Grant Program -
Bridgeport Senior Center Recreation Activities
(#23533)**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to support Bridgeport senior center recreation activities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to increase recreational options at senior centers to enhance the wellbeing of older adults in Bridgeport.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.




City of Bridgeport, Connecticut Office of the City Clerk

Committee on ECD and Environment
Item No. *98-21 Consent Calendar


-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

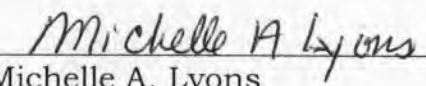
Maria I. Valle, *Co-Chair*



Scott Burns, *Co-Chair*




Rosalina Roman-Christy



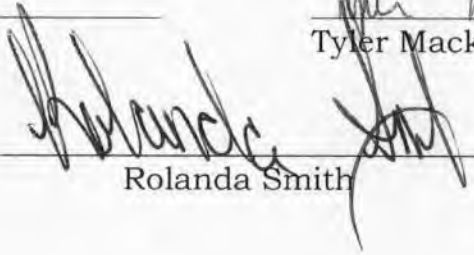
Michelle A. Lyons



Mary A. McBride-Lee



Tyler Mack



Rolanda Smith

City Council Date: August 1, 2022

Item # *100-21 Consent Calendar

Grant Submission: State of Connecticut Department of Energy and Environmental Protection Urban Green & Community Garden Initiative Grant.

Report
of
Committee
On

CEED and Environment

City Council Meeting Date: August 1, 2022

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *100-21 Consent Calendar

A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Energy and Environmental Protection
Urban Green & Community Garden Initiative Grant

WHEREAS, the **State of Connecticut Department of Energy and Environmental Protection** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Urban Green & Community Garden Initiative**; and

WHEREAS, the purpose of the grant program is to assist municipalities, land conservation organizations, and water companies with the preservation of open space lands, or to construct improve, or restore a community garden/urban green; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **State of Connecticut Department of Energy and Environmental Protection** to improve and restore community gardens within the City.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **State of Connecticut Department of Energy and Environmental Protection** for the purpose of its **Urban Green & Community Garden Initiative Grant**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **State of Connecticut** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut
Office of the City Clerk

Committee on ECD and Environment
Item No. *100-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

Maria I. Valle, *Co-Chair*

Scott Burns, *Co-Chair*

Rosalina Roman-Christy

Michelle A. Lyons

Mary A. McBride-Lee

Tyler Mack

Rolanda Smith

Item# *103-21 Consent Calendar

Settlement of Pending Litigation in the Matter of
Ladeune Pollard v. City of Bridgeport, et al - Docket
No. FBT-CV-18-6071490-S.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: August 1, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

RECEIVED
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CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

Item No. *103-21 Consent Calendar

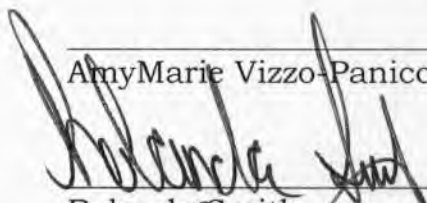
WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it


RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
LaJeune Pollard	Personal Injury	Daly Weihing & Bochanis LLC, Trustee 1776 North Avenue Bridgeport, CT 06604	\$27,000.00

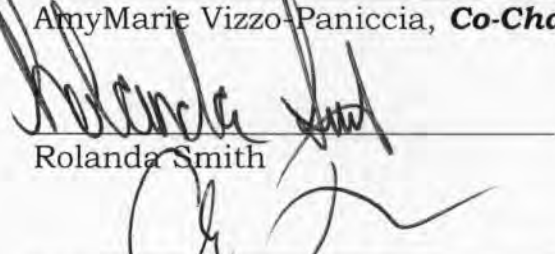
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



Amy Marie Vizzo-Paniccia, **Co-Chair**



Tyler Mack, **Co-Chair**



Rolanda Smith

Alfredo Castillo



Aikeem G. Boyd

Matthew McCarthy

Samia Suliman

City Council Date: August 1, 2022

Item # *94-21 Consent Calendar

Grant Submission: CT Department of Education -
Summer Enrichment Grant Program. (#22681)



**Report
of
Committee
on**

Education & Social Services

City Council Meeting Date: August 1, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Education and Social Services begs leave to report; and recommends for adoption the following resolution:

Item No. *94-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
CT Department of Education
Summer Enrichment Grant Program
(#22681)**

WHEREAS, the **CT Department of Education** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Summer Enrichment Grant Program**; and

WHEREAS, this funding will be used hire 50 additional summer Junior and Senior Counselors to support camp needs at 20 Lighthouse locations this summer, bringing the Lighthouse summer camp program up to a total of 150 youth counselors; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Agriculture Local Food Purchase Assistance Cooperative Agreement Program** to provide additional employment opportunities for local Bridgeport youth while also supporting the education and social needs of younger Lighthouse summer camp participants.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **CT Department of Education** for the purpose of its **Summer Enrichment Grant Program**.
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT Department of Education** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

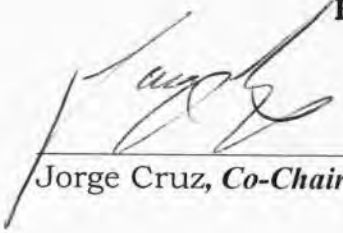


City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Education and Social Services
Item No. *94-21 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES



Jorge Cruz, *Co-Chair*



Aikeem G. Boyd, *Co-Chair*

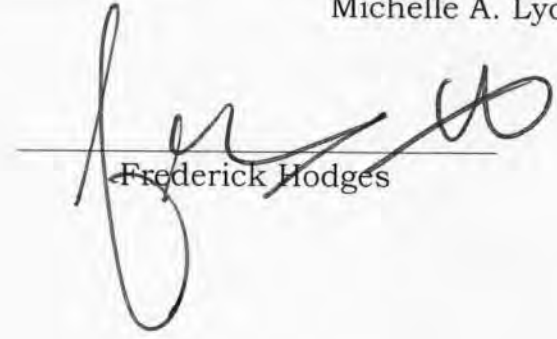
Samia Suliman

Alfredo Castillo

Maria H. Pereira

Michelle A Lyons

Michelle A. Lyons



Frederick Hodges

City Council Date: August 1, 2022

Item# 105-21

Agreement with BusPatrol America, LLC regarding a School Bus Stop Arm Enforcement Program.



**Report
of
Joint Committee
on**

**Contracts and
Public Safety and Transportation**

City Council Meeting Date: August 1, 2022

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed : _____

Please Note: Mayor Did Not Sign Report

RECEIVED
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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Joint Committee on Contracts and Public Safety & Transportation begs leave to report; and recommends for adoption the following resolution:

Item No. 105-21

RESOLUTION

(SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM)

WHEREAS, Connecticut General Statutes §14-279 prohibits a vehicle from overtaking or passing a stopped school bus that is displaying its flashing red signal lights and subjects violators to a \$450 civil fine for the first offense and, for each subsequent offense, not less than \$500 dollars nor more than one \$1000 or imprisonment not more than thirty (30) days or both; and

WHEREAS, Connecticut General Statutes §14-279a allows for the installation and operation by third parties of live digital video school bus violation detection monitoring systems; and

WHEREAS, such monitoring systems produce both a live and recorded visual image of the violating vehicle's license plate, with the date, time and location; and

WHEREAS, after a violation is detected and recorded, it must then be reviewed by a city police officer before a summons is issued; and

WHEREAS, all fines are collected by the State of Connecticut, and General Statutes §51-56a(e) provides that twelve percent (12%) of such fine amounts shall be remitted to the Special Transportation Fund and eight percent (8%) to the General Fund, with the Net Fine amount (80%) remitted to the municipality where the violation occurred; and

WHEREAS, bus stop violations are rampant in Bridgeport and an overwhelming majority of perpetrators are not identified; and

WHEREAS, the City desires to contract with a third party to install, operate and maintain live digital video school bus violation detection monitoring systems; and

WHEREAS, said systems will identify violators so that Police can issue summons for violations of §14-279; and

WHEREAS, the identification and ticketing of violators will deter future malfeasance, make the streets safer for school children, and generate revenue for the City; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on **Contracts and Public Safety & Transportation**
Item No. 105-21

-2-

WHEREAS, the City posted a Request for Proposals (RFP MNX059224) and received a proposal from Buspatrol America, LLC, which proposal was accepted by the selection panel on May 5, 2022 and approved by the Board of Public Purchases on May 11, 2022; and

WHEREAS, Buspatrol America, LLC proposes to install, operate and maintain monitoring systems on all school buses, at no direct cost to the City; and

WHEREAS, with regard to the 80% Net Fine amount remitted to the City for each fine collected by the State, Buspatrol America, LLC will receive 50% and the City will retain 50%; and

WHEREAS, Buspatrol America, LLC will use its best efforts to relocate its headquarters to Bridgeport, and it is anticipated that the office will employ 30 to 50 individuals; and

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Mayor, his designee, or the Purchasing Agent, may execute the attached Agreement, or one of substantially similar form, regarding the School Bus Stop Arm Enforcement Program and may execute such other documents which may be deemed appropriate or necessary in furtherance of the Program with the review and approval of the Office of the City Attorney.

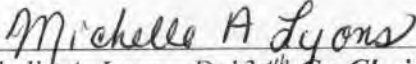


City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on Contracts and Public Safety & Transportation
Item No. 105-21


-3-

RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND
PUBLIC SAFETY & TRANSPORTATION


Michelle A. Lyons, D-134th Co-Chair

Maria I. Valle, D-137th Co-Chair

Matthew McCarthy, D-130th Co-Chair


Jeanette Herron, D-133rd Co-Chair

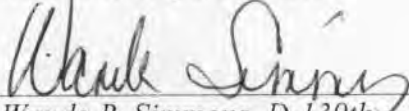
Maria H. Pereira, D-138th

Rosalina Roman-Christy, D-135th


Jorge Cruz, Sr., D-131st

Aikeem G. Boyd, D-133rd

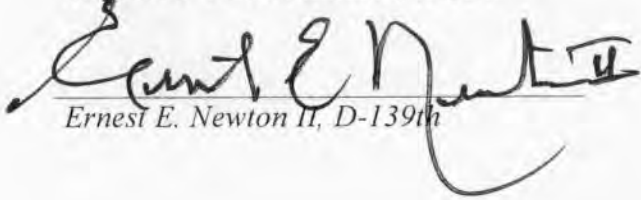
Alfredo Castillo, D-136th


Wanda R. Simmons, D-139th

Matthew McCarthy, D-130th

AmyMarie Vizzo-Paniccia, D-134th


Frederick Hodges, D-136th


Ernest E. Newton II, D-139th



AGREEMENT
between
BUSPATROL AMERICA, LLC
and
CITY OF BRIDGEPORT
for a
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Master Services Agreement (the "Agreement") is hereby made and entered into by and between BusPatrol America, LLC ("BusPatrol") with its principal place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079, and City of Bridgeport Department of Public Purchases, with its principal offices located at Margaret Morton Government Center, 2nd Floor, 999 Broad Street, Bridgeport, CT 06604 (the "City").

RECITALS

WHEREAS Connecticut law prohibits a vehicle from overtaking or passing a stopped school bus that is displaying its flashing red signal lights and subjects violators to a \$450 civil fine for the first offense and for each subsequent offense, not less than \$500 dollars nor more than one \$1000 or imprisoned not more than thirty (30) days or both (CT Gen. Stat. Ann. § 14-279) with twelve percent (12%) of such fine amounts being remitted to the Special Transportation Fund and eight percent (8%) to the General Fund, with the Net Fine amount remitted to the municipality where the violation occurred (CT Gen. Stat. Ann. § 51-56a);

WHEREAS Connecticut law authorizes a Connecticut municipality or board of education to install, operate, and maintain a live digital school bus violation detection monitoring system and to enter into an agreement with a private vendor for the installation, operation, and maintenance for such monitoring system (CT Gen. Stat. Ann. § 14-279a);

WHEREAS the City is collaborating with the Bridgeport Public Schools and Bridgeport Police Department to implement a school bus safety program for the use of school bus monitoring cameras to improve student safety and enforce school bus traffic violations;

WHEREAS, the City desires to engage the services of BusPatrol to install, operate, and maintain certain equipment, processes, and back-office services to enforce school bus traffic violations in accordance with State law;

WHEREAS the City represents that it has the authority to enter into this contract, and does hereby award to BusPatrol America LLC;

algorithms and other intellectual property rights, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.

- 1.5 **"Law Enforcement Agency(ies)"** is defined in the Stop Arm Law as the department of state police, county sheriff's office, police department of local unit of government, or any other governmental law enforcement agency in Connecticut, which is authorized to review evidence of potential Violations in accordance with the Stop Arm Law, here the Bridgeport Police Department;
- 1.6 **"Notice of Violation"** means a written summons for School Bus Stop-Arm Violation, authorized by the Law Enforcement Agency officer, which is mailed or otherwise delivered by BusPatrol or its designated agent to the owner of a vehicle operated in violation of the Stop Arm Law. Each Notice of Violation will be issued in accordance with applicable State law, and will include the photographic evidence collected by the BusPatrol System showing:
 - (i) A copy of two or more recorded images showing the vehicle;
 - (ii) The registration number on the rear of the vehicle; and
 - (iii) The date, time, and location of the alleged violation.
- 1.7 **"Potential Violation"** means a potential School Bus Stop-Arm Violation, which is documented in Violation Data that is collected by the BusPatrol System and provided to the Law Enforcement Agency for final review and determination of a Violation, in accordance with the Stop Arm Law.
- 1.8 **"School Bus Stop Arm Program"** means the administration, processes, and procedures by which Violations of the Stop Arm Law are recorded, monitored, identified, processed, approved, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by BusPatrol and City.
- 1.9 **"Stop Arm Violation"** (also sometimes **"Violation"**) means a violation of the Stop Arm Law, based on a determination by the Law Enforcement Agency, after reviewing images, video and other data captured by the BusPatrol System, that a vehicle has been operated in violation of the Stop Arm Law.
- 1.10 **"Stop Arm Law"** means CT Gen. Stat. Ann. § 14-279a.

BUSPATROL

1.11 "Violation Data" means all electronic data collected by the Enforcement Cameras that contains information, including but is not limited to, pictures, video, GPS location, date, and time of Potential Violations, which is subject to review by an authorized law enforcement agency for final determination of a Violation, in accordance with the Stop Arm Law.

2.0 TERM

This Agreement shall commence on the Effective Date and shall continue for a five (5) year period from the date the first Notice of Violation is issued through the BusPatrol System (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall be extended for an additional five (5) year term ("Extended Term") unless either party shall notify the other in writing, within ninety (90) days prior to the expiration of the Initial Term, of its desire not to renew.

3.0 RELATIONSHIP OF THE PARTIES

3.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

3.2 Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. The parties represent and warrant that they have, or will secure at their own expense, all personnel and consultants required to provide the services under this Agreement and have contracted, or will contract, with any necessary third-party vendors to provide the services in accordance with this Agreement. No officer or member of the governing body of the City or BusPatrol shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of the City or BusPatrol have any pecuniary interest in this Agreement or any part thereof.

4.0 SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

City hereby authorizes BusPatrol to act as the exclusive operator of the School Bus Stop Arm Program within the City, for the purpose of enforcing the Stop Arm Law, for the duration of this Agreement and any extension or renewal thereof. In order to carry out the Program, each Party agrees to undertake the following responsibilities:

4.1 **Responsibilities of BusPatrol.** BusPatrol agrees to provide the following services, as further described in Attachment A:

BUSPATROL

SP 18032001-001 - 10/18/18 - 11/18/18

- 4.1.1 Install, operate and maintain the BusPatrol Equipment on all school buses operated by the City and/or their bus contractors;
- 4.1.2 Exercise commercially reasonable efforts to equip City's entire fleet of school buses with the BusPatrol System within ninety (90) days of the Effective Date, to the extent City has fulfilled its obligations under this Agreement and to the extent commercially viable and mutually agreed by BusPatrol and the City. The order of such installation of the BusPatrol Systems, if any, on City school buses will be determined by BusPatrol, in its reasonable discretion, which determination will be documented in a detailed Implementation Plan to be developed by BusPatrol based on various methods of research or survey data used by BusPatrol to determine the priority of City school bus routes that have a need for the installation of the BusPatrol Systems;
- 4.1.3 Train appropriate City personnel on the proper use of the BusPatrol Equipment;
- 4.1.4 Provide the designated Law Enforcement Agency with access to recorded images of Potential Violations from the BusPatrol System to identify and issue Notices of Violations for School Bus Stop-Arm Violations in accordance with applicable provisions of the Stop Arm Law;
- 4.1.5 Prepare Notices of Violations for School Bus Stop- Arm Violations, when reviewed and approved by a designated Law Enforcement Agency in accordance with applicable provisions of the Stop Arm Law;
- 4.1.6 Mail Notices of Violations to owners of vehicles that have been operated in violation of the applicable provisions of the Stop Arm Law;
- 4.1.7 Assist the City and State with the collection of any civil fines, penalties, and costs assessed for Violations of the Stop Arm Law;
- 4.1.8 Provide annual reports to the City that at a minimum detail the number of Notices of Violations issued, the number and monetary amount of fines and penalties collected, the number of school buses installed with the BusPatrol System, as well as any additional reports that are agreed to by the parties or required by the Stop Arm Law;
- 4.1.9 Install Non-Enforcement Cameras, if ordered by City, at the same time that Enforcement Cameras are installed; and.

- 3. Remove BusPatrol Equipment from school buses that are retired from service and re-install such Equipment on replacement buses. At BusPatrol's option, interior wiring harnesses may be abandoned in place. BusPatrol will be responsible for repairing any cosmetic damage to the school bus caused during the installation or removal of BusPatrol equipment.

4.1.104.1.11 Within six months from the execution of this Agreement, BusPatrol shall use all reasonable efforts to physically establish its Connecticut headquarters in Bridgeport and maintain said headquarters throughout the term of this Agreement and any extensions.

4.2 Responsibilities of the City. The City agrees to:

- 4.2.1 Provide BusPatrol with access to school buses, along with other reasonable assistance necessary for BusPatrol to install, operate and maintain the BusPatrol System. In the event City does not own school buses, City shall secure the right for BusPatrol to install, operate and maintain the BusPatrol system on such third-party school buses, at no cost to BusPatrol;
- 4.2.2 Provide BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule, but in no event shall BusPatrol have any responsibility or authority over school bus routing decisions;
- 4.2.3 Allow installed BusPatrol Equipment to be used for the purpose of the operation of the Stop Arm Camera Program pursuant to the Stop Arm Law and this Agreement;
- 4.2.4 Ensure that school buses are properly stored, secured, maintained, and repaired when not in use to reasonably safeguard the BusPatrol System;
- 4.2.5 Designate in writing a program manager (the "District Program Manager") that BusPatrol may contact for day-to-day operational concerns, issues, and problems. The District Program Manager shall also be responsible for the review of any and all BusPatrol deliverables, including reports. BusPatrol may rely upon the apparent authority of the District Program Manager;
- 4.2.6 Designate a technology representative (the "District Technology Representative") to assist BusPatrol Program Manager with resolving technical issues, including providing access to the

BusPatrol System if blocked by firewall, or other City security protocols;

- 4.2.7 Review and approve BusPatrol Revenue Reconciliation Reports to authorize disbursement of funds in accordance with Article 5.0;
- 4.2.8 Assist BusPatrol in arranging for appropriate court personnel to administer hearings and adjudicate contested tickets, and to assess liability for failure to pay fines or contest liability, as required by the Stop Arm Law;
- 4.2.9 Coordinate with designated Law Enforcement Agency(ies) through intergovernmental agreements to ensure that qualified personnel are assigned to review each Potential Violation that is generated by BusPatrol, and either approve the issuance of a Notice of Violation or reject the Potential Violation and input the appropriate rejection code in the BusPatrol System. ALL DECISIONS TO ISSUE A NOTICE OF VIOLATION MUST BE MADE BY AUTHORIZED PERSONNEL FROM A DESIGNATED LAW ENFORCEMENT AGENCY;
- 4.2.10 Coordinate with other governmental entities as needed to carry out this Agreement, including the execution of all necessary intergovernmental agreements; and
- 4.2.11 Use best effort carry out the obligations under this Agreement, and help resolve any issues, problems or concerns related to compliance with the installation, maintenance and operation of the Equipment within the City.

5.0 PAYMENT

5.1 Collection and Disbursement of Fines.

- 5.1.1 All fines and penalties from Notices of Violation issued through the BusPatrol System shall be collected by the Centralized Infractions Bureau in accordance with CT Gen. Stat. Ann. § 51-164n.
- 5.1.2 In accordance with CT Gen. Stat. Ann. § 51-56a, the State shall remit to the City 80% of all fines and penalties collected from Violations which occurred within the City, after crediting 12% of such fine amounts to the Special Transportation Fund established under Section 13b-68 and crediting 8% of such fine amounts to the General Fund. Said portion of fines remitted to the City shall be the Gross Fines. All amounts to be paid to BusPatrol for the performance of the services called for in this Agreement will be paid from the City's 80% share of fines received from the State ("Net Fines").

5.2 Payment Amount.

5.2.1 Upon receipt of the Fines/Gross Fines from the State, the City shall be allowed to deduct actual costs, incurred in pursuit of this Program, including but not limited to wages paid to police officers for review of violation material, issuance of summons and attendance at court proceedings. After reduction of the Fines/Gross Fines based upon said costs, the final amount for distribution shall be the Net Fines.

5.2.2 In compliance with General Statutes §14-279a(b), To compensate BusPatrol for the expense of the monitoring services and equipment, as well as installing, operating, and maintaining the monitoring system, the City shall disburse Net Fines as follows:

5.2.2.1 50% of the Net Fines will be disbursed to the City ("City's Revenue Share"); and

5.2.2.2 50% of the Net Fines will be disbursed to BusPatrol ("BusPatrol Revenue Share").

5.2.4.2 In the event that fines for the Stop Arm Law are reduced, BusPatrol shall receive 100% of each Net Fine up to \$150 as BusPatrol Revenue Share. If any amount of a Net Fine remains over the initial \$150 disbursed, the City shall receive up to the next \$150 as City's Revenue Share. Any amount of a Net Fine remaining after said distributions to BusPatrol and the City shall be divided equally between the two parties. Notwithstanding the foregoing, either Party has a right to terminate this Agreement, pursuant to Sec. 7.1.1.1, in the event of a legislative reduction in fines for the Stop Arm Law.

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5.3 Invoicing and Payment.

5.3.1 Within ten (10) days following the end of each monthquarter, the City shall provide BusPatrol with a Rreport showing

1. the dates and amounts of Gross Fines received from the State during the previous quarter.

2. an itemization of all costs incurred by the City in pursuit of this Program. Said itemization of costs shall include dates of service, officer's time and hourly wages, and

3. the quarterly Revenue Share due to BusPatrol for each fine received from the State.

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- 6.3.3 Make any modifications to the BusPatrol System including, but not limited to, any BusPatrol Equipment or BusPatrol Software;
 - 6.3.4 Alter, remove or tamper with any BusPatrol marks;
 - 6.3.5 Use any of the BusPatrol trademarks or other marks in any way which might prejudice their distinctiveness, validity, or the goodwill of BusPatrol therein;
 - 6.3.6 Use any trademarks or other marks other than those BusPatrol marks approved by BusPatrol in connection with the City's use of the BusPatrol System pursuant to the terms of this Agreement without first obtaining the prior consent of BusPatrol and BusPatrol; or
 - 6.3.7 Disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System including, but not limited to, any BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property, or cause any other person to do any of the foregoing.
- 6.4 **Protection of Rights.** BusPatrol shall have the right to take whatever action it deems necessary or desirable to protect its intellectual property rights, remedy or prevent the infringement of any Intellectual Property of BusPatrol including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the BusPatrol marks, the filing of patent applications for any of the Intellectual Property of BusPatrol, and making any other applications or filings with appropriate Governmental Authorities. City shall not take any action to remedy or prevent such infringing activities and shall not in its own name make any registrations or filings with respect to any BusPatrol Intellectual Property without the prior written consent of BusPatrol.
- 6.5 **Infringement.** The City shall use its reasonable best efforts to give BusPatrol prompt notice of any activities or threatened activities of any person of which it becomes aware that infringes or violates or may infringe or violate BusPatrol's Intellectual Property or that constitute a misappropriation of trade secrets or acts of unfair competition that might dilute, damage, or destroy any of BusPatrol's Intellectual Property. BusPatrol shall have the exclusive right, but not the obligation, to act to enforce such rights and to make settlements with respect thereto. In the event that BusPatrol commences any enforcement action under this Article 6.5, then the City shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol from time to time, provided that BusPatrol shall reimburse the City for any reasonable costs incurred or paid to third parties.

- 6.6 **Infringing Use.** The City shall give BusPatrol prompt written notice of any action or claim, whether threatened or pending, against the City alleging that the BusPatrol Intellectual Property infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person, and the City shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol in the defense thereof, provided that BusPatrol shall reimburse the City for any reasonable costs incurred in providing such cooperation and assistance incurred or paid to third parties. If such a claim is made and BusPatrol determines, in the exercise of its sole discretion, that an infringement may exist, BusPatrol shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

7.0 TERMINATION, EXPIRATION

7.1 **Termination of Agreement for Cause.**

- 7.1.1 Either the City or BusPatrol shall have the right to terminate this Agreement by written notice to the other if:
- 7.1.1.1 The Stop Arm Law or other applicable state or local statutes or regulations are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program, including but not limited to any change in any laws that would substantially reduce or eliminate fines or charges for Violations of the Stop Arm Law, or that would otherwise eliminate the source of funding for the School Bus Stop Arm Program;
 - 7.1.1.2 A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence; or
 - 7.1.1.3 The other party commits any material breach of any of the provisions of this Agreement, which breach is not cured within a reasonable time following written notice of the alleged material breach.
- 7.1.2 In the event this Agreement is terminated, City shall immediately cease use of the BusPatrol System, and allow BusPatrol reasonable access to buses owned or operated by the City or any third-party owner or operator of school buses to allow for the removal of the BusPatrol System, including all BusPatrol Equipment and Software.

- 7.2 **Wind-Down Provisions.** The Parties agree to work together in good faith to effect an orderly wind down of the School Bus Stop Arm Program in the event of termination or expiration, which at a minimum shall be carried out in accordance with the following guidelines:
- 7.2.1 In the event of termination or expiration of this Agreement, BusPatrol shall be relieved of any further obligations related to the installation, operation, and maintenance of the BusPatrol System within the City.
 - 7.2.2 The City and BusPatrol shall agree upon a methodical and efficient schedule for BusPatrol to remove all BusPatrol Equipment from the School Buses, at no cost to City. Unless agreed-upon otherwise, BusPatrol shall have a minimum of 180 calendar days following the date of termination or expiration to complete the removal of all BusPatrol Equipment.
 - 7.2.3 Notwithstanding any other provision of this Agreement to the contrary, the City and BusPatrol agree that any Notice of Violation issued prior to the effective date of termination or expiration shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including the Technology Fees/Revenue Sharing provisions in Article 5.0.
 - 7.2.4 BusPatrol shall, within a reasonable amount of time, deliver to the City a final report regarding the issuance of Notices of Violation and collection of fines under this Agreement.
 - 7.2.5 Unless the City and BusPatrol have agreed to enter into a new agreement relating to the BusPatrol System or have agreed to extend the Term of this Agreement, the City shall immediately cease using the BusPatrol System upon termination or expiration of this Agreement and shall allow BusPatrol to remove any and all BusPatrol Equipment installed in connection with BusPatrol's performance of this Agreement. At BusPatrol's option, interior wiring harnesses may be abandoned in place.
 - 7.2.6 BusPatrol shall repair all cosmetic damage to the City's buses caused when BusPatrol removes BusPatrol Equipment or other items installed by BusPatrol in the City's buses.

8.0 DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BUSPATROL SYSTEM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BUSPATROL AND ITS LICENSORS (COLLECTIVELY REFERRED TO AS

"BUSPATROL") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BUSPATROL SYSTEM AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9.0 LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BUSPATROL, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE BUSPATROL SYSTEM OR SERVICES OR ANY THIRD PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE BUSPATROL SYSTEM OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BUSPATROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall BusPatrol's total liability under this Agreement (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid to BusPatrol under this Agreement. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

10.0 FORCE MAJEURE

- 10.1 Neither BusPatrol nor the City shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission by BusPatrol. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 10.2 Neither BusPatrol nor the City shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by any of the aforementioned causes or any other cause

reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder.

- 10.3 In the event of any such occurrence, (a) the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed; and (b) the period of performance of this Agreement shall be extended for an additional period of time equal to the period of suspension of performance. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

11.0 GOVERNING LAW

- 11.1 This Agreement and all matters arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any choice or conflict of law provision.
- 11.2 Any controversy or claim arising out of or relating to this Agreement, or a breach hereof, shall be adjudicated in Connecticut Superior Court.

12.0 ASSIGNMENT/SUBCONTRACTING

- 12.1 Neither party shall assign this Agreement without the written approval of the other party, which approval shall not be unreasonably withheld.
- 12.2 The Parties agree that BusPatrol may delegate the performance of its duties hereunder (including but not limited to installation and maintenance services, violation processing and mailing, or properly storing, securing, maintaining, and repairing the school buses) by contracting with third-party entities in accordance with applicable procurement and other laws, provided that BusPatrol shall remain responsible for the performance of this Agreement and for managing any such third-party entities that it engages to perform any of the duties in this Agreement.

13.0 CONFIDENTIALITY

- 13.1 For purposes of this provision, "Confidential Information" means any information disclosed pursuant to this Agreement, whether in written, oral or visual form, which is confidential, proprietary or a trade secret of the Party disclosing it (such disclosing Party, the "Disclosing Party") or for which the

Disclosing Party is bound by a confidentiality obligation, and which the Disclosing Party desires to protect from unrestricted disclosure by the Party receiving it (such receiving Party, the "Receiving Party"). Confidential Information shall include, but is not limited to, information about business activities and operations; pricing, sales or marketing of products or services; research and development; contractual arrangements, financial statements, and financial data; computer software specifications, system diagrams, concept drafts and other technical data or information and lists of customers, employees, vendors, and other agents.

- 13.2 In order to be protected hereunder, at the time of disclosure Confidential Information must have been identified as such by the Disclosing Party or due to its character and nature, or the circumstances of its disclosure, a reasonable person would recognize it as being Confidential Information. Confidential Information shall include any information developed, generated or in any other way derived by the Receiving Party using any of the Confidential Information of the Disclosing Party
- 13.3 Confidential Information will not include information that: (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure; (b) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement; (c) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto; (d) is required by a court of competent jurisdiction to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to seek a protective order or otherwise object to the disclosure; or (e) is required by the Connecticut Freedom of Information Act or other applicable state law to be disclosed, provided that BusPatrol shall be provided with prior written notice and an opportunity to object in the event that any potential disclosure involves any of BusPatrol's Confidential Information.
- 13.4 The Parties agree that Confidential Information exchanged in connection with the performance of this Agreement shall be used solely for the performance of this Agreement. Each Party shall take reasonable steps to safeguard Confidential Information received from the other Party, and shall not disclose any Confidential Information received from the other Party without the Disclosing Party's prior written consent, except (a) to its employees who are reasonably required to have the Confidential Information for purposes of performing this Agreement, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information for purposes of performing this Agreement, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by

any Governmental Authority, including laws relating to public records, provided that BusPatrol is provided with prior notice and an opportunity to object to any disclosure in accordance with applicable law.

- 13.5 Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party.

14.0 SECURITY

- 14.1 Each party shall adhere to all applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information generated or gathered in connection with the performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") as applicable.
- 14.2 Video, images, and other data generated by the External Enforcement Cameras will be provided only to the Law Enforcement Agency responsible for reviewing evidence of Potential Violations and other personnel who are specifically authorized to review such evidence for purposes of enforcing the Stop Arm Law. City shall not access any video, images or other data generated by the External Enforcement Cameras.
- 14.3 Video, images, and other data generated by the Non-Enforcement Cameras will be provided only to authorized personnel within the City and shall not be made available to any third party except as explicitly authorized by the City. City shall ensure that any video, images, or other data provided to City from the Non-Enforcement Cameras are properly safeguarded and protected against unauthorized or unlawful use or disclosure.
- 14.4 To the extent permitted by law, BusPatrol may utilize captured imaging and other data for educational and marketing purposes provided that the identity of the City is not revealed and the identities of the City's school children are protected as required by law.

15.0 MISCELLANEOUS

- 15.1 **Entire Agreement.** This Agreement, including Attachments A and B, represents the entire agreement between BusPatrol and the City with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.
- 15.2 **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

- 15.3 **Amendments.** This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and the City.
- 15.4 **Severability.** In the event that any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.
- 15.5 **Default/Cumulative Rights/Mitigation.** It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, law, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance hereunder.
- 15.6 **Survival.** Each of the following Sections shall survive the termination of this Agreement:
- Section 1.0, Definitions;
 - Section 6.2, Reservation of Rights;
 - Section 6.3, Restricted Use;
 - Section 6.4, Protection of Rights;
 - Section 9.0, Notice;
 - Section 10, Limitation of Liability;
 - Section 11, Governing Law and Arbitration;
 - Section 16, Default/Cumulative Rights/Mitigation;
 - Section 17, Assignment/Subcontracting;
 - Section 19, Disclaimer of Warranties;
 - Section 20, Confidentiality and Records; and

Any other provision, and the rights and obligations therein, set forth in this Agreement which either by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

15.7 **Counterparts, Number, Gender and Headings.** This Agreement may be executed in multiple counterparts, including without limitation facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15.8 **Notice.** Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by electronic mail, overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

15.8.1 If to BusPatrol, to:

Jean F. Souliere
8540 Cinder Bed Road, Suite 400
Lorton, Virginia 22079
(703) 338-0208
jean@buspatrol.com

16.7.2 If to the City, to:

_____ (Name)
_____ (Title)
[]
[]

15.9 **Signatory Authority.** The persons signing and executing this Agreement on behalf of BusPatrol and the City have been duly authorized to execute this Agreement on behalf of BusPatrol or City, as the case may be, and to validly and legally bind BusPatrol and the City to all terms, conditions, performances, and provisions set forth herein.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the last date of signature below (the "Effective Date").



BUSPATROL:

BusPatrol America, LLC

By: _____

Name: Jean F. Souliere

Title: CEO, BusPatrol America LLC

Date:

City:

City of Bridgeport, CT

By: _____

Name, Title

Attest:

By: _____

Name, Title

List of Attachments:

Attachment A: BusPatrol's RFP MNX059224 Response

ATTACHMENT A

BusPatrol's RFP MNX059224 Response, dated April 21, 2022, is incorporated as Attachment A to this Master Services Agreement.

DRAFT

DRAFT



BUSPATROL

April 21, 2022

RESPONSE: REQUEST FOR PROPOSALS MX059224

**PUBLIC SCHOOL BUS STOP ARM
CAMERA ENFORCEMENT
EQUIPMENT & SERVICES**
for Bridgeport, Connecticut



BusPatrol America, LLC.

8540 Cinder Bed Road Suite 400, Lorton, VA 22079

(718) 980-8423

www.buspatrol.com

BusPatrol America, LLC. asserts that this proposal contains certain proprietary information. This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal without the prior written consent of BusPatrol America, LLC. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.



REQUEST FOR PROPOSAL:

Public School Bus Stop Arm Camera Enforcement Equipment and Services

RFP MNX059224

Response

Submitted to:

City of Bridgeport

ATTN: Lisa Farlow

Department of Public Purchases

Margaret Morton Government Center

2nd floor, 999 Broad Street

Bridgeport, CT 06604

Submitted by:

BusPatrol America LLC

Jean Souliere

8540 Cinder Bed Road

Suite 400

Lorton, VA 22079

(718) 980-8423

www.buspatrol.com





BUSPATROL

April 21, 2022

BusPatrol America LLC
8540 Cinder Bed Road, Suite 400
Lorton, VA 22079

City of Bridgeport Team,

We thank you for the opportunity to present our best-in-class solution in response to your solicitation for Public School Bus Stop Arm Camera Enforcement Equipment and Services. BusPatrol's purposeful focus on child safety and quality is why we are the most deployed stop arm solution in the nation, serving over 90 percent of the market.

Our proposal includes BusPatrol's artificial intelligence-powered platform that will not only modernize your bus fleet, but also significantly curb dangerous driving behavior that puts children at risk. We designed our solution with the needs of municipalities at the forefront of our minds, which is why governments and school districts bear **no costs** for us to deploy systems on every bus in the fleet.

As the market leader in automated stop arm enforcement, we serve numerous municipalities in your region. Our proven and comprehensive record of success demonstrates why we stand ready to execute all aspects of your program on day one.

At BusPatrol, our singular focus is school bus safety. We currently operate on over 15,000 buses in the United States – a number that grows each day as we continue to be the overwhelming solution of choice for municipalities and school districts across the country. But while our scope is national, our passion and service mindset are local. We truly value every municipal customer we serve.

Please give our current municipal partners a call. We're confident you'll hear how BusPatrol goes above-and-beyond to meet their needs. You'll hear about our successful public-private partnership model that drives our deep dedication to the communities we serve. At BusPatrol, educating the entire community about school bus safety is key.

We're also committed to continuous technological improvement to enhance customer service. To this end, we consistently release new software features and deliver them through the life of our contracts.

Along your journey to find the right partner, you also will learn that only BusPatrol:

- Implements **full-fleet deployments** in under 120 days;
- Protects every child in every zip code;
- Uses data from thousands of buses to create superior quality evidence packages; and
- Designs and manufactures its own lab-tested cameras, software, and other technologies.

Some of our competitors make promises saying they will make "best-efforts" to deploy across all zip codes, a promise they have never kept. They may even promise a large share of revenue. How? Why?



BUSPATROL

Because typically, about 80 percent of stop arm citations come from 20 percent of buses serving a community. Our competitors know this, and they design their solutions to simply follow the money: equipping buses only in high violation areas on high violation bus routes, while avoiding deployments elsewhere to maximize revenue generation for themselves. This approach short-changes child safety and erodes community trust in this critical automated enforcement program.

BusPatrol's approach prioritizes safety for all children over profits.

PROTECTING EVERY CHILD ON EVERY BUS

BusPatrol is dedicated to an inclusive, full-fleet deployment model. We do not pick and choose routes for profit. Why?

- Injuries and deaths occur in all zip codes and on all routes, regardless of citation frequency.
- Unlike our competitors, BusPatrol is focused on maximizing child safety in all communities and zip codes. We don't turn away communities or bus routes within communities based on profit implications for the company.
- BusPatrol believes in equal access to bus safety technology for all students. Period.

We believe full-fleet deployments are the right approach, and the vast majority of the municipal customer base agrees. Communities ultimately care about protecting all children through fair and unbiased enforcement of school bus stopping laws. We designed our technology to align with these community values because they represent our values too.

We bear all financial costs of delivering stop arm safety across all communities. We also continuously invest back into our technology and services, including artificial intelligence and real-time data dashboards. Our competitors? They remain entrenched using antiquated radar solutions that fail to address the complex challenges of managing school bus stop arm enforcement with great efficiency. Our core business is school bus safety enforcement, and I am confident that will become even more clear to you over the course of our RFP response.

Our aim is focused on providing the City of Bridgeport with the safest, most secure, ethical, and financially-sound school bus stop arm enforcement solution. It will be our honor to serve you.

Sincerely,

Jean Souliere
CEO





TABLE OF CONTENTS

Section I	i
Cover Page.....	i
Title Page.....	ii
Cover Letter.....	iii
Table of Contents.....	v
Section II	1
Identification of the Respondent/Business	3
Description of the Proposal	6
Commercial or Trade References	36
Litigation.....	38
Obligations to the City of Bridgeport.....	39
Optional: Additional Products and Services.....	40
Section III	44
Pricing Proposal.....	44
APPENDIX A.....	47
APPENDIX B	48
APPENDIX C - Letter of Support	63
Exhibit B: Submission Form	64



SECTION II

BusPatrol is committed to delivering 100 percent of all required professional services, hardware investment, and operating services at **ZERO out of pocket cost to the City of Bridgeport or its schools.** We stand behind this commitment for the lifetime of the City’s program with BusPatrol.

BusPatrol’s school bus stop arm enforcement system is a **turnkey program.** BusPatrol provides the professional services to plan, implement, install, operate, maintain, and manage the program at no out-of-pocket costs to the City. Our platform and processes work in accordance with applicable laws, rules, and regulations, including Connecticut Vehicle and Traffic Laws.

The BusPatrol Operating System (“OS”) encompasses our entire ecosystem - from the equipment installed on the school buses to our proprietary AlertBus citation lifecycle management software to the back-office support and field technicians available to serve the program. The BusPatrol OS requires no manipulation or intervention by municipal or school district personnel. Using BusPatrol’s AlertBus citation lifecycle management system, BusPatrol’s trained evidence technicians pre-screen all evidence using BusPatrol’s 5X Evidence Validation System. Our law enforcement and civil approval partners utilize the Bus Patrol AlertBus platform to seamlessly review and issue citations with ease.

The tools within BusPatrol’s enforcement system are not simply available on the open market, and that’s because off-the-shelf systems are not optimized for the rigors and complexity of school bus enforcement. BusPatrol develops proprietary technology manufactured to address the unique enforcement specifications within this dynamic enforcement environment. Owning this process also gives BusPatrol significantly more control over our products and supply chain, which eliminates lengthy supply chain delays that have become all-too common among our competitors. In addition,

**FULL-FLEET
MODEL**

SAFEGUARDING

100%
of School Buses

100%
of Routes

100%
of Student Riders





BusPatrol develops all its software and firmware in-house, which enables us to produce and deliver technological upgrades significantly quicker than our competitors.

Our software development team has spent years developing BusPatrol’s stop arm enforcement ecosystem, including the firmware that runs on our cameras and OS, the AlertBus violator portal, and all network security within our platform.

BusPatrol continuously invests in perfecting state-of-the-art artificial intelligence (“AI”) technology for our specific application. BusPatrol’s AI has been tested and deployed in the field for over six years, and it is consistently improving with time. Our industry-leading detection and conversion rates are a testament to its success. Other stop arm enforcement vendors use antiquated technologies like motion detection, radar, and frame-masking to detect violations. These outdated detection technologies fail to capture many legitimate violations, leading to inconsistent enforcement and ultimately failing to deliver on the promise of meaningful behavioral change.



**B. Identification of the Respondent/Business**

Respondent should provide a description and general history of the individual firm or entity that is proposed to become the preferred vendor, and/or will have primary responsibility for implementing the proposal.

The respondent's specific experience in implementing the type of project proposed should be highlighted, with emphasis on any similar projects in Connecticut.

The name of the firm's representative(s), with contact information (incl. phone, facsimile, and email).

Founded in 2017, BusPatrol is headquartered in Lorton, Virginia. Similar to the project proposed by the City of Bridgeport, BusPatrol operates school bus stop arm enforcement programs in New York, Pennsylvania, Virginia, Maryland, North Carolina, Georgia, Washington, Massachusetts, California, Florida, and Illinois, as well as Ontario and Quebec, Canada. BusPatrol is staffed with the most experienced and innovative technology professionals in the automated traffic enforcement industry. Most importantly, our staff has **decades of combined years' experience** dedicated specifically to automated school bus stop arm enforcement.

Our leadership team is comprised of professionals from a variety of backgrounds, including software development and information technology, law enforcement, government operations, finance and accounting, and business administration.

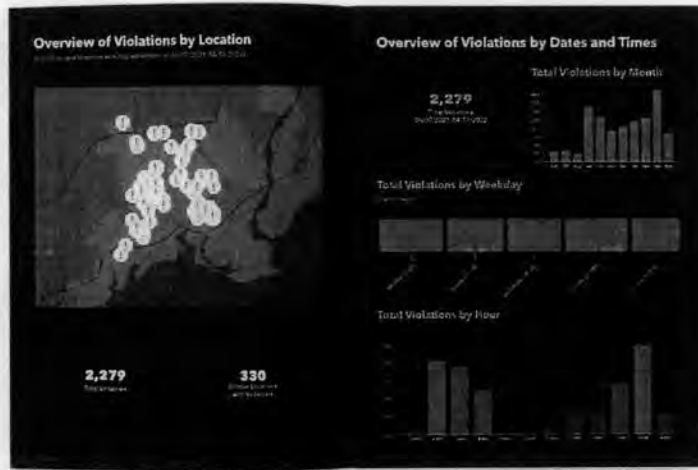
BusPatrol has deployed its technology on more buses and has more experience issuing school bus stop arm citations than any other company in the world. BusPatrol's focus is on child safety, and we work hard to ensure the BusPatrol Student Safety Program is the most trusted and effective program available to municipalities and school districts across the US and Canada. BusPatrol leads the school bus stop arm enforcement industry in every category: no one has more experience issuing stop arm citations, equipped more buses, or protected more children than BusPatrol.



BusPatrol Presence in Connecticut

BusPatrol has been actively engaged with the State of Connecticut in an effort to modernize the legislative framework supporting school bus stop arm enforcement. To diagnose the severity of the problem of illegal school bus passing and showcase the application of modern AI-powered technology, **in June of 2021, BusPatrol equipped nine Bridgeport Public School buses.** Across this partial fleet pilot program, BusPatrol captured video and data to highlight safety concerns around 330 bus stops within the City. Over the course of ten months, 2,279 violations were captured by BusPatrol’s system. The pilot program also helped identify hot spots or areas of concern for stop arm safety. School officials can access the pilot data report to proactively plan safer routes.

For a more comprehensive look into the details and findings of the Bridgeport pilot program, please see Appendix B.



Key Staff

BusPatrol’s team of experienced personnel have successfully assisted numerous municipalities establish local legislation and municipal arrangements to enable the implementation of school bus stop arm enforcement programs across the US and Canada. We have unmatched expertise in facilitating agreements and program operations among local governments, law enforcement agencies, school districts, and courts to ensure program success.

At BusPatrol, we know communication is critical to a successful program. Our stop arm camera enforcement program experts are at your service during each stage of implementation and ongoing operation of the program. Below is the contact information for key BusPatrol employees:

**KEY STAFF MEMBERS**

Jean Souliere	CEO	400 W 61st St Unit 1612 New York, NY 10023	718-980-8423	jean@buspatrol.com
Karoon Monfared	COO	4041 MacArthur Blvd, Newport Beach, CA 92660	949-873-3827	karoon@buspatrol.com
Steve Randazzo	EVP of Gov't Relations	400 W 61st St Unit 1612 New York, NY 10023	637-804-7381	steve@buspatrol.com
Alex Lane	SVP of Global Operations	8541 Cinder Bed Rd., Suite 400, Lorton, VA 22079	302-241-8000	alex.lane@buspatrol.com
Colin Hastings	VP of Deployment	8542 Cinder Bed Rd., Suite 400, Lorton, VA 22079	954-319-4956	colin.hastings@buspatrol.com
Kevin Hardy	VP of Citation Operations	8543 Cinder Bed Rd., Suite 400, Lorton, VA 22079	773-744-0347	kevin.hardy@buspatrol.com
Richard Heatherington	Director of Program Mgmt.	5301 Buckeystown Pike, Suite 490 Frederick, MD 21704	301-573-1412	richard.heatherington@buspatrol.com
Marie Eve Vincent	Director of Finance & Accounting	1500 Stanley St, Montreal, Quebec H3A 1N5	514-213-8909	mev@buspatrol.com
Sarah Buckley Biscardo	Director of Client Operations	8544 Cinder Bed Rd., Suite 400, Lorton, VA 22079	571-279-5692	sarah.buckley@buspatrol.com

Our key staff have participated in the deployment of over 15,000 buses and the processing of millions of stop arm events, making us the world's most experienced staff in school bus safety enforcement.



C. Description of Proposal

Proponents should provide a full description of the proposal, and address the following:

- Description of business operations being proposed
- Business plan and operating pro-forma, including term of proposed project
- History / past record of similar projects

When we consider the vision and needs of the City of Bridgeport, five key elements embody BusPatrol's qualifications and experience:

- **Ready to deliver completed buses across Bridgeport.** In 2021 alone, BusPatrol deployed over 6,000 buses entirely on schedule.
- **An integrated ecosystem for enforcement and community awareness.** BusPatrol brings industry-leading technology for stop-arm enforcement and community awareness in an integrated ecosystem from student pick-up to drop-off.
- **Experienced professionals with proven processes.** BusPatrol's implementation and operations teams are on the ground serving other municipalities and school districts.
- **The most modern, flexible platform.** From our AI-enabled cameras to our cloud-based software, BusPatrol does not have a peer on the market. Continuous investments in areas like AI, dashboards, and smart talent ensure that the BusPatrol platform benefits the City of Bridgeport for years to come.
- **In-house BusPatrol certified installation technicians.** Only BusPatrol has a national, in-house network of camera installation technicians equipped for large-scale deployments. Our technicians undergo a rigorous certification process that enables high quality and efficient deployments to meet the ambitious timelines of our municipal partners.

Our promise to you: BusPatrol commits to implementing its systems on your entire bus fleet within 90 days of contract execution.



Modern, Flexible Platform.

Our market-leading efficiency comes in no small part from BusPatrol’s proprietary AI technology. Far more accurate than the continuous wave radar detection used by others in this industry, BusPatrol’s system ships video evidence over a secure, encrypted VPN to our smart cloud. The screening of a potential violation is performed by AVA™, our Automated Violation Analysis engine. This allows our team of certified processors to focus on preparing quality evidence packages for our partners and contributes to our industry-leading violation capture rate.

AVA, the core of our AI-powered system, is just one aspect of this robust platform. Because AI continuously improves over time, our partners also benefit from its future flexibility and innovation. Laws, rules, and processes often change over time, and we built our system to be nimble to grow in concert with evolving regulatory requirements.

Chesapeake school buses to get cameras to catch drivers breaking the law



BusPatrol’s program includes community outreach. The PR campaign launched as part of Beyond Enforcement for Chesapeake County, MD resulted in 150 shares by national media outlets.



AVA Automated Violation Analysis System - Machine Learning and Object Recognition



BusPatrol's value proposition is unique. We deliver quickly and without any municipal financial risk or capital outlays. We utilize a robust suite of enforcement and support services for your key stakeholders: the students, parents, municipal staff, schools, and law enforcement.

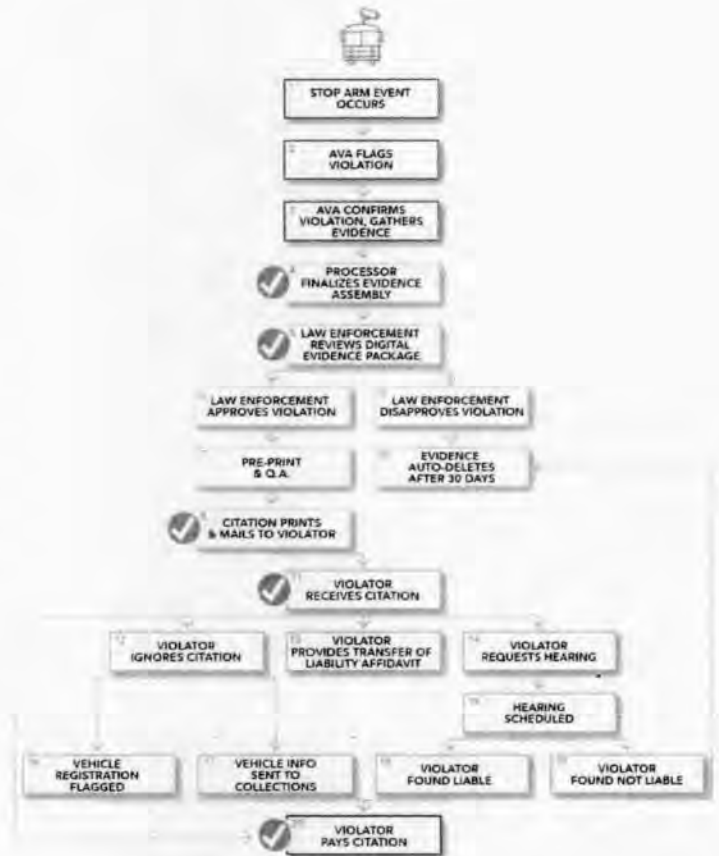
Our goal is to change dangerous driver behavior that puts children at risk - an ambitious goal we have achieved in every market we serve.

We will operationalize the enforcement program, including staff training and administration in the City of Bridgeport. This includes the assignment of a dedicated Program Manager to oversee your City program. Our team works in close association with yours to ensure a timely, efficient, and effective launch of your stop arm program.

Dovetailing with enforcement, BusPatrol creates an ecosystem that goes "beyond enforcement." We augment citations and law enforcement support with public service announcements and campaigns to educate communities and promote safety.

In contrast, BusPatrol engineered its system for school buses, which are constantly moving. Thus, our camera system is best suited for capturing cars that illegally pass school buses from a variety of angles and locations. As an example, an overview camera, which shows violations from beginning to end, is part of BusPatrol's standard camera system. We also position, based on the make and model of the bus, up to four license plate cameras to capture the license plate information of the vehicle that violate the law. Furthermore, during installation, each camera is calibrated and tested to ensure proper positioning and capturing.

Our competitors purchase third-party and subcontracted technology built for a stationary enforcement environment, most notably suited for automated red light camera enforcement. Despite

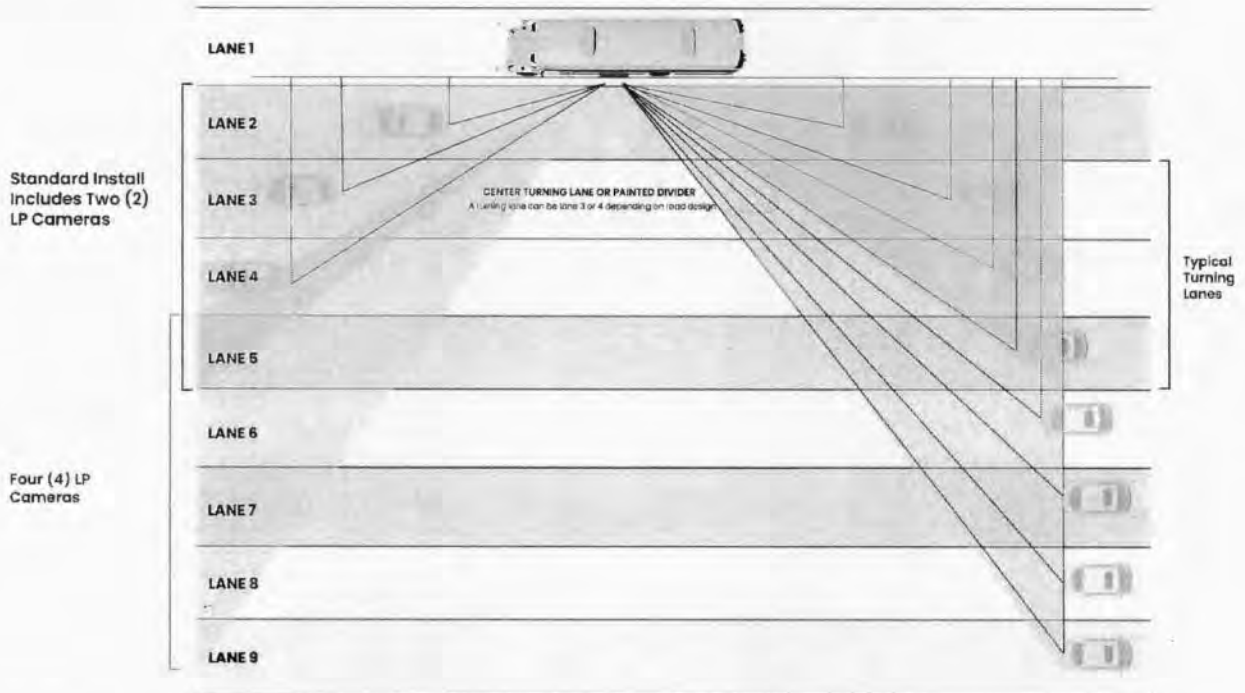


One platform, configurable to each client's diverse needs. BusPatrol's solution was designed to enable districts to serve the varying needs among cities, towns, and municipalities. One implementation can serve nearly infinite variations in processes.



what some might try to argue in an RFP demonstration, these two technologies and their relative capabilities are quite different.

BusPatrol camera systems can reliably capture up to eight lanes of traffic, an unmatched technological capability in the market.



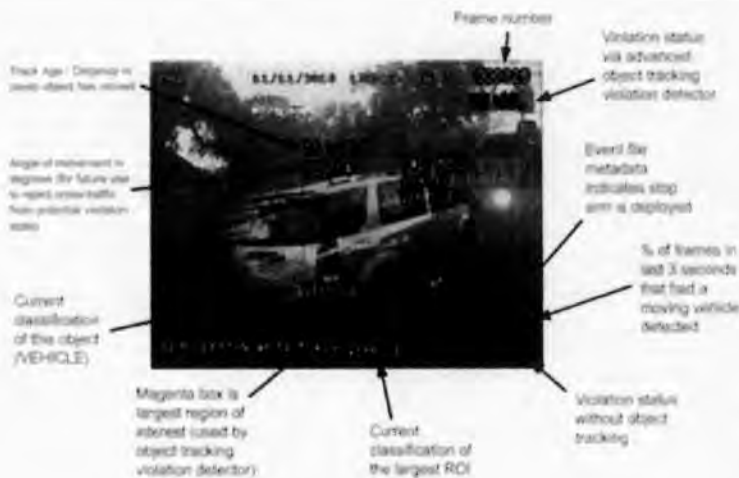
Data Security and Privacy

The BusPatrol system ensures maximum data security throughout the citation lifecycle. How?

- Information is shared with law enforcement using a secure encrypted login portal
- Data is bifurcated; school officials do not have access to external cameras, and law enforcement do not have access to internal cameras
- An access agreement is drafted for each municipality
- Video is regularly purged based on state law and police procedure
- Data is shared on an onboard DVR unique to each bus
- Data is shared via an encrypted LTE Mobile AT&T Network (FirstNet)
- School district owns the contract, buses, and routes. BusPatrol is under the same privacy guidelines and restrictions as any other contracted body

BusPatrol 5-Layer Evidence Validation System

BusPatrol's system encompasses the entirety of the violation lifecycle, from event-capture to processing of payment. This approach maximizes quality and ease for the municipality.



Layer One

BusPatrol's onboard equipment detects a stop arm event (SAE) only when the stop arm is deployed, and the red lights are flashing. The video and metadata are recorded onto the solid-state hard drives. Violation videos are only shipped when a violation is detected by AVA®, BusPatrol's automated violation analysis Artificial Intelligence Engine. Once it has been marked as a violation, the data is transferred via high speed modem over BusPatrol's secure VPN.

Layer Two

Violation video data is transferred via BusPatrol's cellular modem from the BusPatrol OS to BusPatrol's proprietary and automated AlertBus citation life-cycle management system. Here we process them a second time using our more robust AI algorithm designed to focus on automating the video evidence gathering process. Only after our AI algorithm screens potential violations are they transmitted to BusPatrol's secure citation processing center to be reviewed by our evidence processing team.



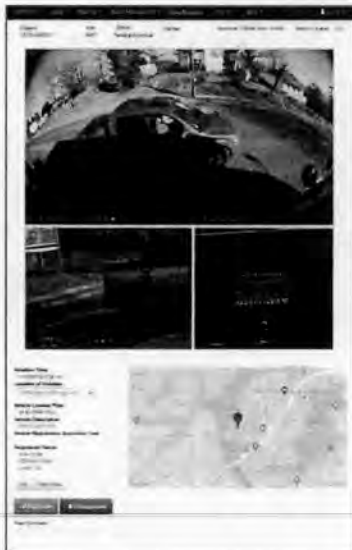


Layer Three

Evidence processing technicians finalize assembly of the digital evidence package, including GPS map and data showing the violation location; time and date of the violation; vehicle license plate number and state; make, model, and year of the vehicle; registered owner information; recorded images showing the violation; and other pertinent details into a digital evidence package to later be approved or disapproved by designated personnel.

The digital evidence package includes state or local legal references, instructions for the recipient to log into the AlertBus website through the violator portal to review the evidence against them, the fine amount, procedures to pay the fine or steps to contest the violation, a statement explaining late charges, and a statement warning that failure to pay a fine or contest the notice will be considered an admission of guilt, as well as any other information as required by law. **Citations and the AlertBus violator portal can be multi-lingual to accommodate the City's diverse population.**

Once a BusPatrol processor completes review of and submits the violation evidence package, it immediately becomes available for law enforcement to review.



Layer Four

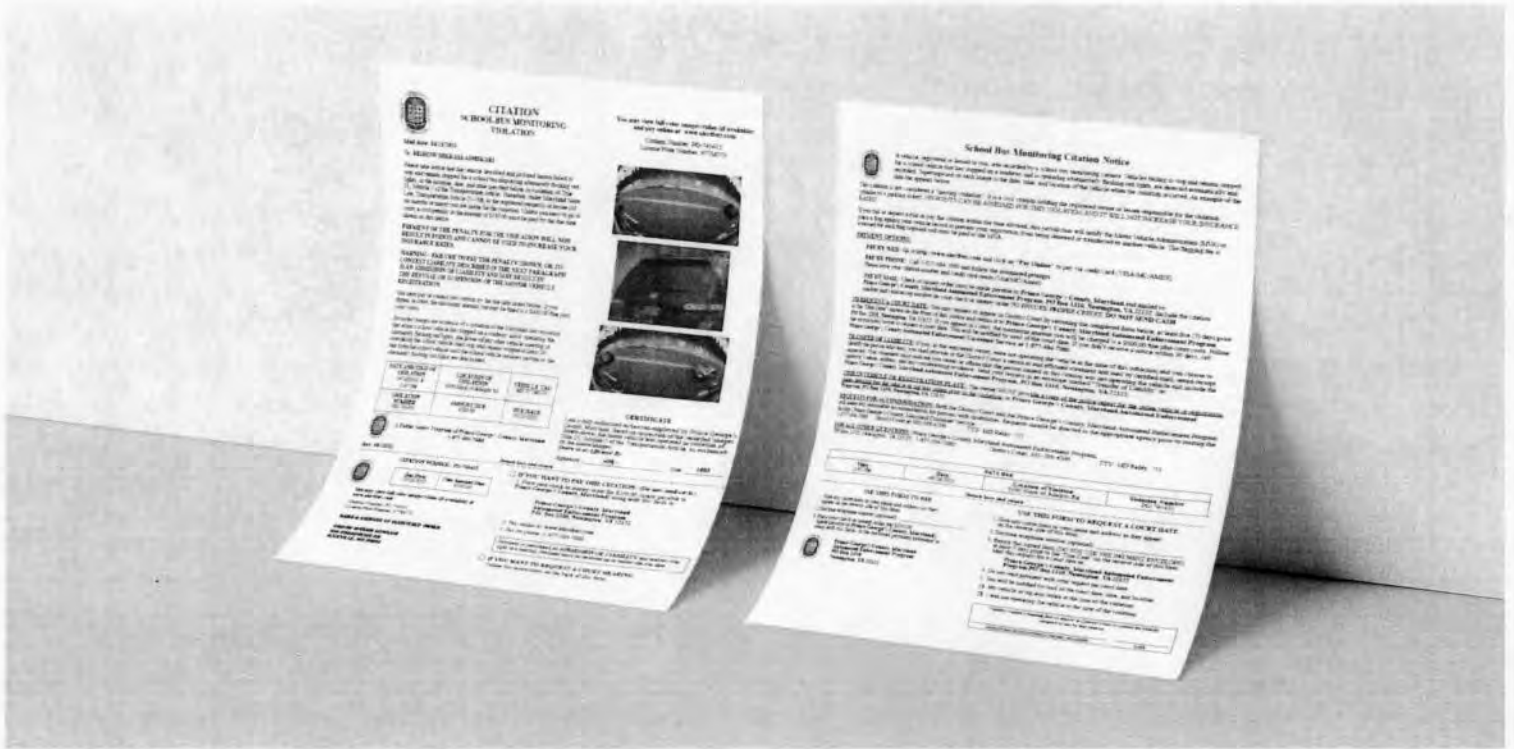
Designated personnel, typically law enforcement or authorized civilian approvers, log into BusPatrol's AlertBus secure web interface with a username and password to review violations. If the approver approves a violation, an electronic signature for the officer is automatically included on the electronic citation.

Layer Five

BusPatrol's quality assurance team conducts a pre-print review to ensure there are no printing errors.



After verification, BusPatrol promptly mails the citation to the liable party via first class mail. Most citations are mailed within one week of the violation.



Other Key BusPatrol Support Features:

- **Court Support** to organize and simplify violations and dockets with local courts, as well as access to evidence in support of prosecutorial testimony.
- **Violator Payment Portal** established and maintained by BusPatrol that sweeps fee collections into the partner’s designated bank accounts.
- **Business Intelligence and reporting** for operational and financial data insight and trend analysis.



How Citations Get Issued and Collected: AlertBus

- BusPatrol’s proprietary AlertBus system is a central, cloud-based repository for viewing and approving citations. It is a turnkey, secure, web-based platform that is easy for municipal staff and violators to navigate.
- Certified evidence technicians perform the work required to capture evidence and assemble the facts, then electronically send each digital evidence package to designated municipal staff (typically law enforcement) who make the final violation approval determination.

Customer Support

BusPatrol places high value on support and customer service. BusPatrol will assign the City of Bridgeport, school district personnel, and any third-party transportation operators a dedicated Program Manager who will serve as the primary point of contact for the City’s program.

BusPatrol commits to the City a **dedicated call center** for motorists to utilize when they have questions about violations or would like general information about the City’s stop arm enforcement program.

BusPatrol also commits to establishing a **service center of excellence** within the City of Bridgeport, which will create jobs for local technicians and processors who will be responsible for ensuring operational excellence of the program. In addition, BusPatrol uses data sent through our backend team to generate automated work order tickets.

BusPatrol technicians take a proactive approach to internal and fleet service. We maintain an **internal partner Help Desk** to support our partners in the event of questions and issues about our hardware and software products and services. Clients may submit a support ticket via email to support@buspatrol.com with the following information.

BusPatrol works with its partners to establish Respond/Resolve service level agreement (“SLAs”) times based on event priority. Priorities are based on the following criteria: Low, Medium, High, Business Critical.

**Definitions:**SLAs

- **Respond** - Defined as the amount of time between when a partner first submits a ticket and when BusPatrol responds and lets the partner know we are currently working on it.
- **Restore** - Defined as the amount of time between when a partner first submits a ticket and when BusPatrol restores the product/service to a working state.
- **Resolve** - Defined as the amount of time between when the partner first submits a ticket and when that question is answered, or problem is resolved to the partner's satisfaction.

Priorities:

- **Low Priority** - Non-critical function or procedure, unusable where a workaround is available or a repair is possible, no direct impact on service availability. Resolution time for this level of priority is 5 days.
- **Medium Priority** - Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. Resolution time for this level or priority is 3 days.
- **High Priority** - Critical functionality or service interrupted on a subset of users or products, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible. Resolution time for this level of priority is 24 hours.
- **Critical Priority** - Interruption making critical functionality inaccessible or a complete product/service interruption causing a severe impact on services availability. No possible alternative solutions are possible. Resolution time for this level of priority is 4 hours.

Once a customer submits a support ticket, the BusPatrol program manager is notified, engages the requestor, and works with the appropriate department within BusPatrol to ensure resolution.

Training

All BusPatrol training programs can be conducted in either a live classroom setting or online webinar. BusPatrol provides all materials for live classroom training sessions, including, but not limited to, all printed training materials and work instructions.

The BusPatrol training manager will coordinate all training schedules with designated points of contact at the customer locations. The initial training for staff includes BusPatrol's AlertBus system familiarity and instruction. BusPatrol conducts trainings before the go-live date to ensure all



appropriate staff are sufficiently trained on system features applicable to their roles and responsibilities. This will also enable the trainees to ask and receive answers to any questions they may have or issues they may encounter.

BusPatrol will coordinate with municipal points of contact to ensure all applicable staff are included in each training section. Make up courses will be available as well for those who are unable to attend initial training sessions.

In the event of staff turnover, retraining for existing staff or system upgrades and/or enhancements, future training sessions will be coordinated between the account manager and the designated district points of contact at the partner location.

Training sections are recorded and made available for review by current and future staff. Our instruction manuals are integrated with our support website to support training that is easy and enables self-service access. Our emphasis on a digital approach to training enables us to efficiently train at scale.

Training Group	Training Topics	Length of Session
City Financial Training	<ul style="list-style-type: none"> • BusPatrol OST™ systems and features overview • Invoicing process and reporting training 	1 hour
Law Enforcement & Approver Training	<ul style="list-style-type: none"> • BusPatrol OST™ systems and features overview and user instruction • AlertBus citation life-cycle system training <p>E.g., Ticket review and approval, court scheduling, etc.</p>	1 hour
Adjudication Hearing Officer	<ul style="list-style-type: none"> • BusPatrol OST™ systems, features overview, and user instruction • AlertBus citation life-cycle system training <p>E.g., scheduling, creation of evidence package, etc.</p>	1 hour
School Administration Training	<ul style="list-style-type: none"> • BusPatrol OST™ systems, features overview, and user instruction. <p>E.g., LiveView, Fleet Management, etc.</p>	1 hour
Bus Driver Training Orientation (Optional)	<ul style="list-style-type: none"> • BusPatrol OST™ systems, features overview, user instruction, and other on-board components. 	10 minutes



Excerpts from our video training modules below.

Click on the thumbnails below to watch these video training samples.





Fleet Maintenance

The BusPatrol OS is highly reliable. It includes Amazon Web Services (AWS) hosting and redundancy, plus a national network of certified technicians, carefully vetted and trained by BusPatrol.

To ensure maximum uptime, we employ service technicians dedicated to each market. These technicians are assigned to implementing and maintenance of each bus fleet based on reliable historical data, so that staffing levels are optimal in anticipation of regular maintenance and repairs of the school buses.

Maintenance and repairs of BusPatrol equipment on school buses can be coordinated through the City of Bridgeport (if desired), designated school district representatives, but most frequently, BusPatrol will simply coordinate directly with a school district's bus operator.

Service and maintenance of BusPatrol systems are commonly performed off-hours, weekends, holidays, summer vacation, and when routes and shifts end. We never disrupt school transportation operations. We are accustomed to working ahead of, and around, regular school transportation department operations. Elsewhere in this response, we share details of our SLAs and how those are organized in service to the districts and their fleets.

BusPatrol routinely coordinates with a vast array of school district transportation staff and their third-party transportation vendors.

Over the life of the contract, your installation, operations, and ongoing maintenance of equipment also includes any replacement parts.



Educating Motorists and the Community

Education plays a critical role in changing driver behavior and is at the core of BusPatrol's stop arm enforcement programs. To effectively reduce stop arm violations and create a culture of awareness around school buses, BusPatrol has developed an in-depth communications strategy to educate community stakeholders on all sides of the problem.

Through a robust community education program, we aim to **curb dangerous driver behavior before the first violation is issued.**

How Do BusPatrol Safety Programs Educate Communities?

 Audience	General public	Drivers	School children
 Activity	PSA campaigns Social media Press announcements	Enforcement Support center for violators	Educational material for schools e.g. songs, animations, worksheets

Public Service Announcements (PSA) and Community Engagement

In the weeks leading up to a program go-live, BusPatrol implements an extensive paid media and PSA campaign spanning public relations, traditional, and digital media channels. The education campaign aims to:

- Inform motorists about the presence of automated enforcement technology
- Re-educate communities about school bus stopping laws engaging the community for program launch
- Generate positive PR for partners which highlights the safety benefits to the community including real stories from local stakeholders such as parent, bus drivers, and educators



To ensure the widespread awareness of school bus safety messages in Bridgeport, **BusPatrol is committing to making a material investment towards community education and PSA awareness.** Please refer to the Pricing Proposal in Section 3 for further details.

BusPatrol PR and PSA campaign support includes but is not limited to:

1. Joint press release with the City and school district
2. Press conference or media day announcements
3. Social media campaign production and dissemination of rich media across Instagram, Facebook, Twitter, and LinkedIn
4. Production and delivery of educational tools for schools and parents to educate children about the 'Danger Zone'
5. Paid media advertisements across a variety of traditional (TV, radio, and print) and digital media channels

All content is reviewed and approved by the partner before distribution as part of our five-step PR campaign methodology.

Campaign Management and Services

BusPatrol has developed a five-step media launch methodology to engage communities before, during, and after program launch. We have a dedicated media and advocacy team, comprised of graphic designers, media producers, copywriters, and public relations specialists, to help promote important safety messages.

Media Launch Workflow and Methodology

1. Coordination
2. Production
3. Approval
4. Dissemination
5. Media day



PR Case Study: Suffolk County School Bus Safety Program PSA Campaign

In April 2021, before launching the Suffolk County School Bus Safety Program in New York State, BusPatrol produced and delivered an education campaign spanning earned and paid media, including digital, print, radio, and broadcast television. In addition, through close coordination with the County, BusPatrol developed and disseminated communication resources to the 71 participating school districts to further educate motorists and children on the issue of illegal school bus passing.



Suffolk County School Bus Safety Program Media Day and Operation Safe Stop Event

Earned Media: BusPatrol’s media outreach efforts resulted in **349+ publications** featuring the Suffolk County School Bus Program announcement. The coverage included articles and videos from



Newsday, News 12 and ABC7, with an **estimated reach of over 1.6 million local readers.**

Paid Media - An Inclusive Approach to Education

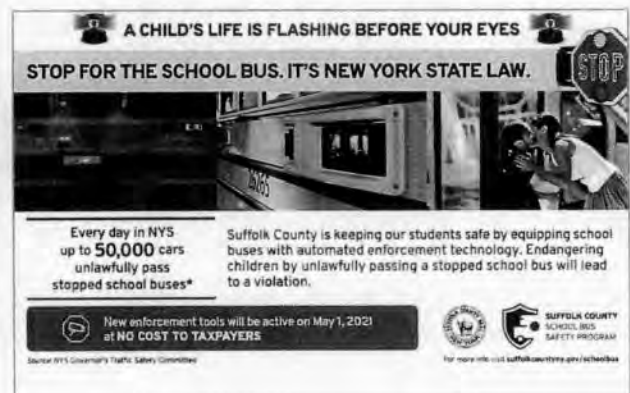
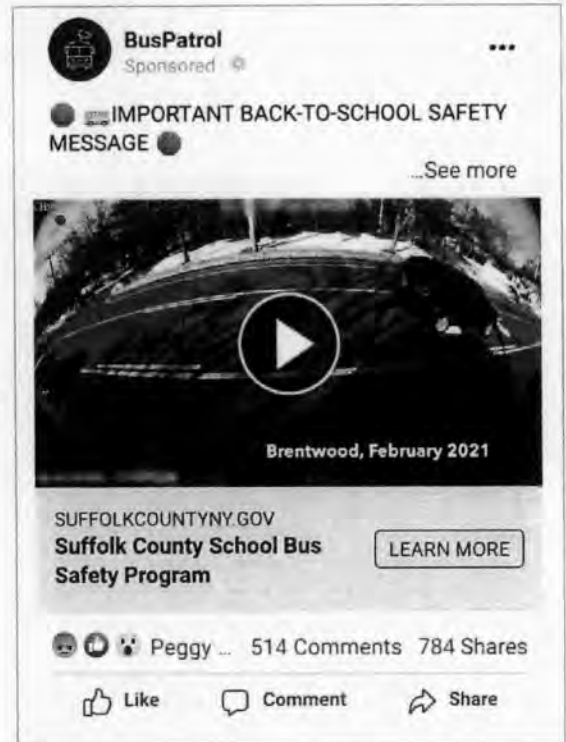
The Suffolk County School Bus Safety Program launch included a comprehensive 8-week PSA campaign across broadcast television, local radio stations, Long Island micro papers, and a variety of social media and digital channels.

Our omnichannel strategy and media buy efforts ensured that the program's key safety messages reached motorists of all ages across both traditional and digital channels. In addition, BusPatrol's media team produced all the ads in both English and Spanish.

The digital campaign alone reached over half a million Long Island residents and was seen over 3 million times.

Production and PSA Ad Campaign Overview

- **Five video commercials** for TV and digital streaming
- **Seven radio ads** for local radio stations and digital radio outlets
- **Three print ads** for local print publishers

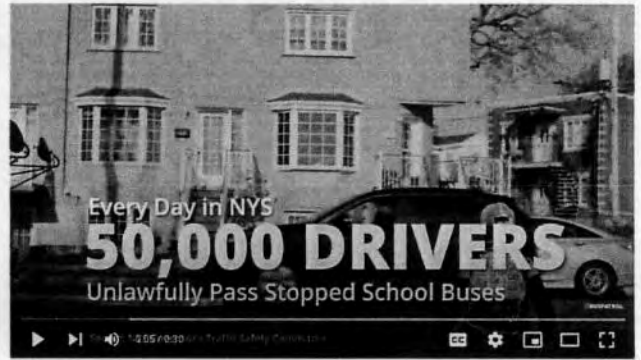


TARGETED DIGITAL REACH IN SUFFOLK	519,537	
DIGITAL AD IMPRESSIONS IN SUFFOLK	3,728,443	



VIDEO ASSETS FOR TELEVISION AND CABLE NEWS		LINKS
1. Safety Program Explainer and Benefits for the Community	Positive PR and safety benefits ads (2 versions)	1A 1B
2. Automated Enforcement and Technology (PSAs)	Modernizing school buses through safety technology	2A
	Traffic enforcement & automated violation analysis	2B
	Safer Students - "Education"	2C

AUDIO ASSETS FOR RADIO BROADCAST		LINKS
1A - Safety Program Explainer	Positive PR and safety benefits ads (2 versions)	1A
1B - Safety Program Explainer	Modernizing school buses through safety technology	1B
1C - Safety Program Explainer	Traffic enforcement & automated violation analysis	1C
2 - "Drivers Ed"	A mother explains school bus stop laws to her son	EN
3 - "Disaster"	A tragedy and the consequences of violations	EN SP
4 - "Bus Driver"	A bus driver's new hope for improved safety	EN SP
5 - "Traffic News Flash"	A reporter on the scene spotting illegal passings	EN SP





Suffolk County School Bus Safety Web Landing Page

- Provided Suffolk County with content to implement a web page dedicated to the program and community education
- Content available in English & Spanish
- Educate residents on the program and school bus traffic laws
- Link included in all paid materials



Violator Education

Through years of experience in automated stop arm enforcement, the data is clear: citations are an effective educational tool that promote behavioral change. In addition to serving as a deterrent for drivers to stop illegally passing school buses, they are in themselves a communications asset and open conversations around school bus safety and pupil transportation with family members and peers. By developing a portal for violators to review the footage of their incident and discuss how to correct their driving behavior with an education and service representative in English or Spanish. As a result, less than 3% of motorists contest the citation. BusPatrol teaches motorists how and when to stop around school buses. About 94 percent of violators that receive a ticket through BusPatrol's stop-arm enforcement programs do not repeat the offense, resulting in a dramatic effect in curbing dangerous driving behavior.





Project Timeline

BusPatrol commits to commencement of implementation within thirty (30) days of contract finalization. Within 90 days of starting implementation Bridgeport Public Schools will be fully operational. To summarize, within 120 days of contract award and its finalization, the fleets and districts that also committed at that time will be up and running in the stop-arm enforcement program.

Delays due to unanticipated events, such as Acts of God, or by the client's own choosing, and other stipulations will be detailed in the final contract.

BusPatrol Program Methodology and Approach

Following baselines from the Project Management Body of Knowledge (PMBOK) with a particular focus on Agile principles for close customer collaboration, speed, and adaptability, BusPatrol implementations take a 5-phase approach:

1. Program Initiation
2. Program Planning
3. Enforcement Implementation
4. Asset Implementation
5. Program Launch & Operations



This approach has been proven and refined as BusPatrol has deployed technology to over 5,000 school buses during the second half of 2020 – even amidst the complexities of the COVID-19 pandemic.

The process allows us to deliver large scale implementations in short periods of time (**100 percent of fleet deployed in under 120 days**) while maintaining a high-quality delivery.



This table is for illustration purposes only

Our implementation approach enables transparent planning, risk identification and control, and efficient execution. BusPatrol is the most widely deployed stop-arm camera program, installed on more buses than any other known provider. We take pride in our planning and execution methodologies and have successfully delivered on time, every time without exception.

Additionally, BusPatrol’s program implementation is technology-enabled. We embed program partners into our systems, so the client has a transparent view into day-to-day delivery. This allows us to deliver a high quality, transparent experience for partners while driving effective communication and management controls for BusPatrol.

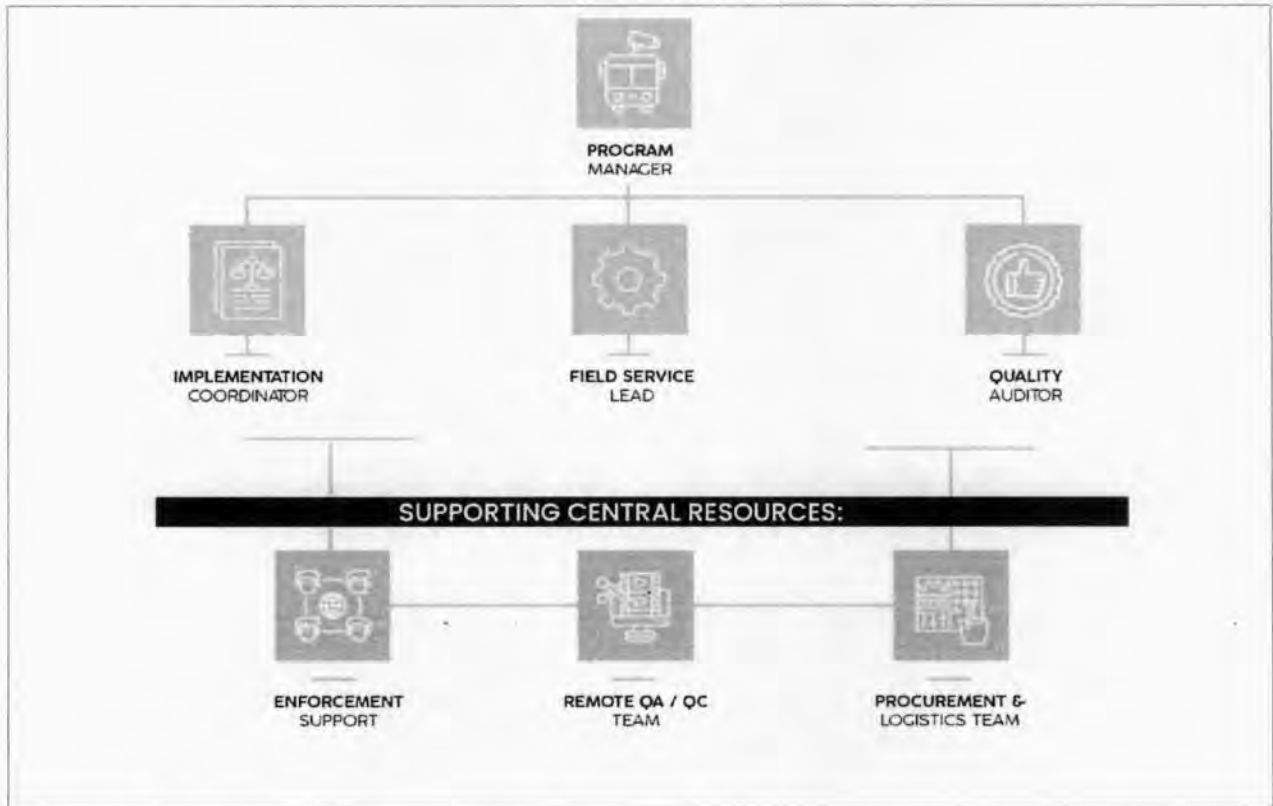
Our systems include:

- Wrike for overall project management
- Microsoft SharePoint for documentation and digital asset sharing
- Customer support portal to manage SLAs
- Salesforce, Tableau, and AlertBus for installation, maintenance, and program Reporting

All team members of BusPatrol’s Project Management Office (PMO) are highly trained and experienced operators, field service technicians, and project managers with extensive experience in the school bus safety industry.



Throughout the project, the client is specifically supported by a dedicated BusPatrol Program Manager. The Program Manager serves as a key strategic partner to the stop-arm enforcement program for the entirety of its lifecycle, updating City stakeholders in weekly touchpoints. The Program Manager and his or her team are responsible for accurately, efficiently executing the project milestones, tasks, and deliverables. The Program Manager orchestrates the involvement of these specialized BusPatrol team members at various stages, which we now cover in detail.

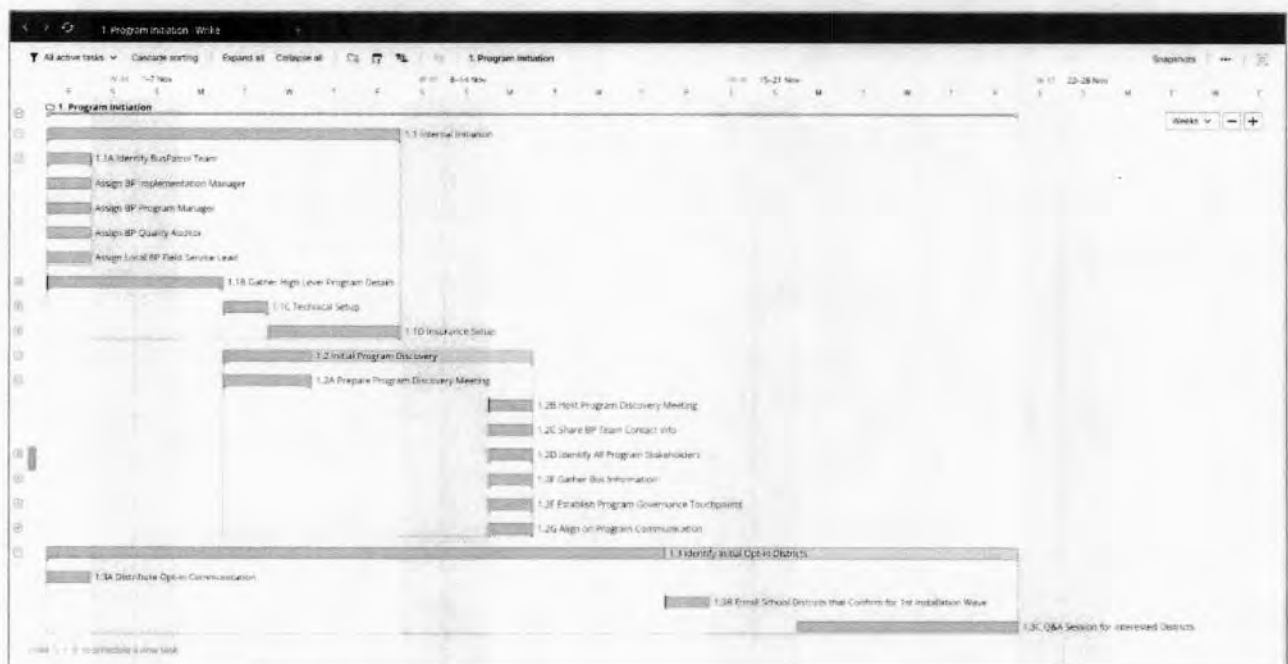


Phase 1: Program Initiation

The project team is identified and created, partner stakeholders and transportation points of contact are identified, and the project charter is created. We facilitate project discovery, which includes a data request and information packet sent to you in advance of project launch. We introduce our respective teams and begin to gather mission-critical program details.



Program Initiation (Project Schedule Example)



This table is for illustration purposes only



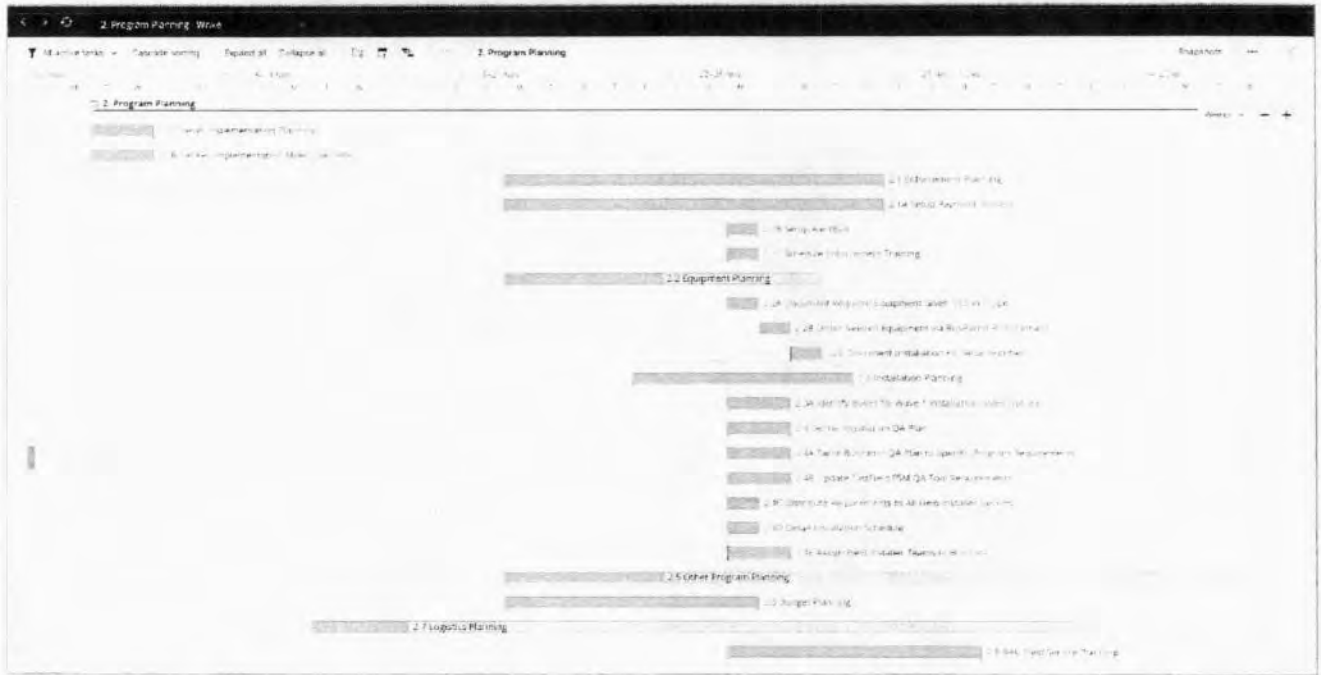
Phase 2: Program Planning

At this stage, a more in-depth stakeholder kickoff meeting is hosted, details and requirements for the installation effort are obtained, project milestones are solidified, WBS, project schedule and overall project plan are created, coordination with law enforcement, courts, school district and region, provincial or City officials begin to take place, and processes and associated workflows are scoped out and created for the various partner stakeholders taking part in the administration of the school bus safety program.





Program Planning (Project Schedule)



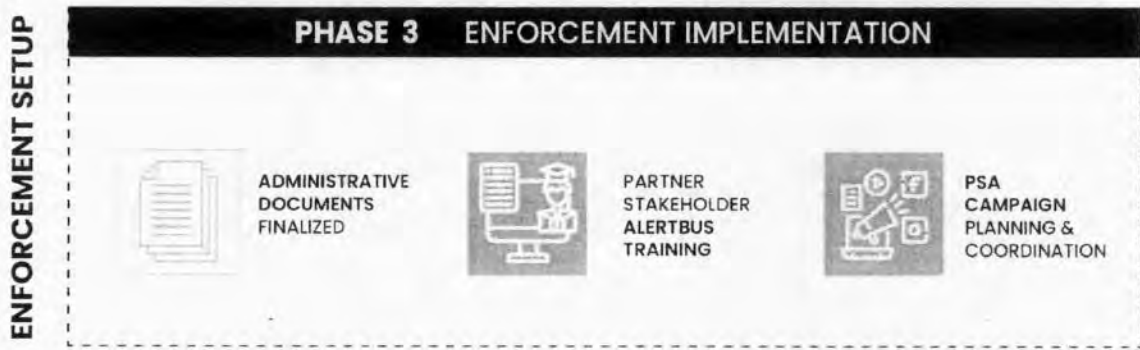
This table is for illustration purposes only



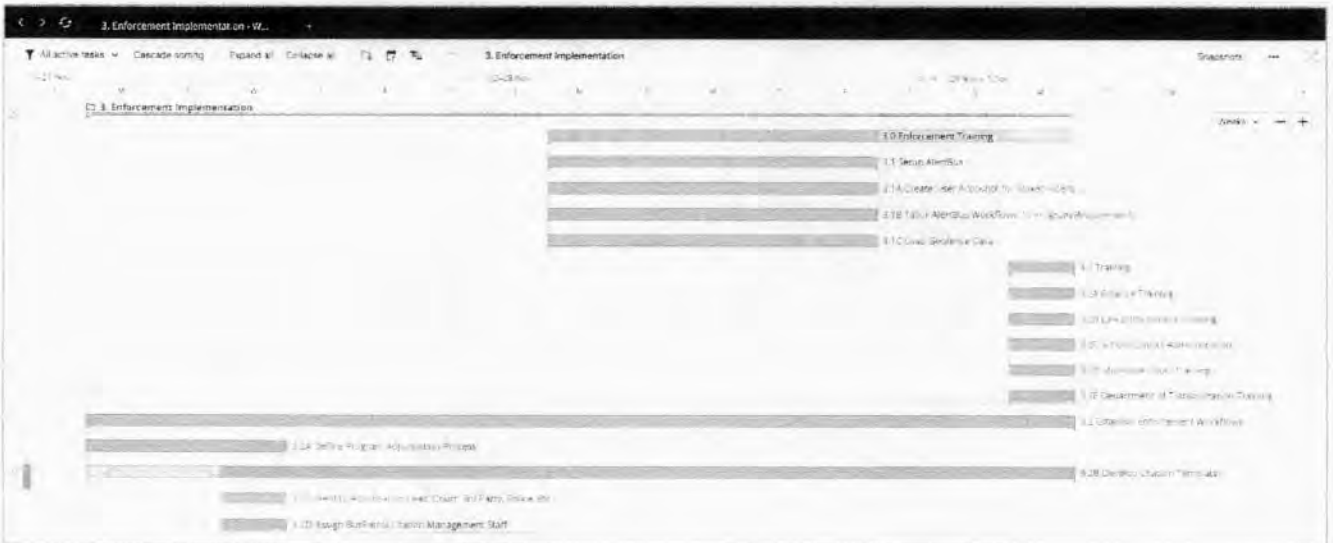
Phase 3: Enforcement Implementation

During this project stage, BusPatrol produces administrative documents including citation and late notice templates, conducts partner stakeholder training on software systems, and initiates campaign planning for community education and public service announcements.

By prioritizing this phase prior to equipment installation, we enable the commencement of Stop-Arm Enforcement, in terms of not only technology but community awareness and action, as soon as the first bus is deployed.



Enforcement Implementation (Project Schedule)





Phase 4: Asset Implementation



We are uniquely able to deliver this flexibility without impact to overall deployment timeline because of experience and scale. BusPatrol, along with our partners, has an experienced field force of over 900 certified technicians.

Even the most compact installation schedules only utilize a relatively small percentage of our field force.

Throughout this stage of the project, the team is focused on monitoring progress of the installation effort, ensuring installation completion rates are consistent versus plan, that installations are verified for quality, and that overall program deliverables remain on time. We update these KPIs daily to provide visibility to our partners. Moreover, we have a weekly review call with key stakeholders to keep them apprised of our work and resolve any obstacles.

Asset Implementation (Project Schedule)



This table is for illustration purposes only



Stage 5: Program Launch and Operations

This involves verifying successful program implementation, including key stakeholder signoff, and transitioning the program fully into the operational enforcement phase. Your Program Manager will continue to carry forward supporting the project with your assigned Field Service Manager.



Program Launch and Operations (Project Schedule)



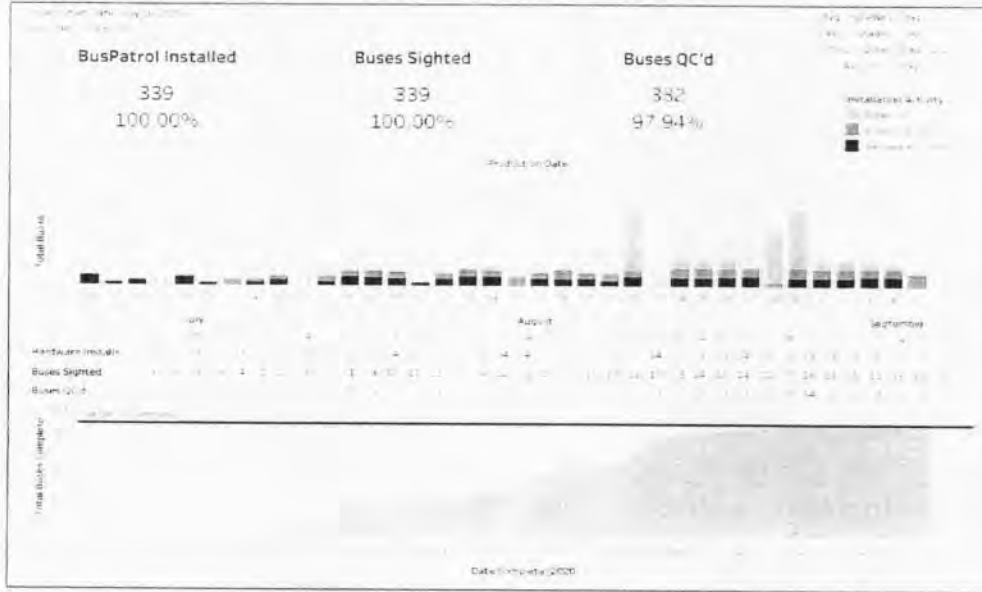
This table is for illustration purposes only



BUSPATROL

Public School Bus Stop Arm Camera Enforcement Equipment & Services
City of Bridgeport | RFP MNX 059224

The implementation team can view progress in real time. This dashboard system shows how one fleet's installations were going in 2020—day by day, week by week.



This table is for illustration purposes only

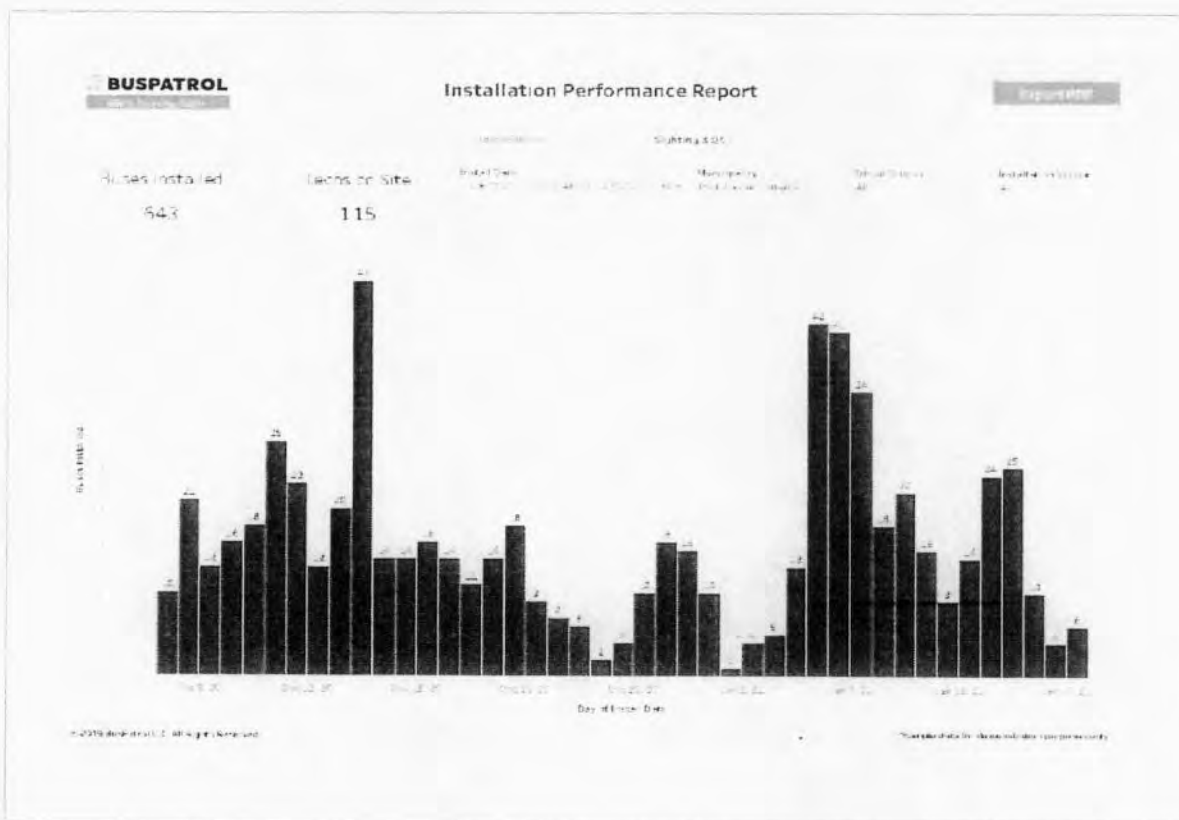
As part of implementation, the readiness of the bus fleet will be planned in waves. This is an example worksheet, showing how waves might be staged over time to project how many technicians might be needed.

Region of Peel			7/18	7/25	8/3	8/10	8/17	8/24	9/1	9/8	9/15
			Buses	Buses	Buses	Buses	Buses	Buses	Buses	Buses	Buses
Wave 1	Total	250	40	50	50	60	50	0	0		
Wave 2	Total	250	40	50	50	60	50	0	0		
Wave 3	Total	250	0	15	35	55	75	75	0		
Wave 4	Total	250	0	15	40	55	65	75	0		
Wave 5	Total	250	0	25	25	25	50	50	75		
Wave 6	Total	250	0	25	25	25	50	50	75		
Wave 7	Total	250	0	0	50	50	50	75	25		
Total - Installs Per Week			1,755	80	180	275	330	390	325	175	--
Total - Technicians Per Week			8	18	28	33	39	33	18	--	--
Percent of BusPatrol Force			1%	2%	3%	4%	4%	4%	2%	0%	0%

This table is for illustration purposes only



During implementation in particular, teams appreciate visibility into the techs and numbers of buses installed.



This table is for illustration purposes only

**D. Commercial or Trade References**

Respondents should include a minimum of two (2) references that attests to their operational capacity, prior performance experience and financial wherewithal or capabilities.

BusPatrol currently operates in 23 municipalities across 145 school districts in the US and Canada. We have experience working with school district owned and operated bus fleets as well as third party transportation vendors including Bridgeport Public Schools current vendor, We Transport Inc.

References

Police Department:	Montgomery County Police Department		
Scope:	School Bus Stop Arm Program		
Address:	100 Edison Park Drive, 3rd Floor, Gaithersburg, MD 20878		
POC:	Dan McNickle Program Manager		
Phone Number:	240-482-7488		
Email:	daniel.mcnickle@montgomerycountymd.gov		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Montgomery County Public School in conjunction with Montgomery County Police and district courts. BusPatrol provides external stop arm cameras as well as a fully scalable student safety package with internal cameras (including remote evidence retrieval, Silent Alarm, and Live View).		
Fleet Size:	1,382	Loaded:	1,382

Municipality:	Suffolk County, NY		
Scope:	School Bus Stop Arm Program		
Address:	100 Veterans Memorial Hwy, Hauppauge, NY 11788		
POC:	Paul Margiotta Executive Director, Suffolk County Traffic and Parking Violations Agency (TPVA)		
Phone Number:	631-560-0245		
Email:	paul.margiotta@suffolkcountyny.gov		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Suffolk County, including internal cameras, in conjunction with over 60 different school districts, police, and district courts.		
Fleet Size:	5,000	Loaded:	5,000



BUSPATROL

Public School Bus Stop Arm Camera Enforcement Equipment & Services
City of Bridgeport | RFP MNX 059224

School District:	Richmond Public Schools		
Scope:	School Bus Stop Arm Program		
Address:	3501 Belt Boulevard, Richmond, VA 23234		
POC:	Dr. Floyd A. Miles Transportation Director		
Phone Number:	804-674-4444		
Email:	fmiles@rvaschools.net		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Richmond Public School in conjunction with Richmond Police and district courts. BusPatrol provides external stop-arm cameras as well as a fully scalable student safety package with internal cameras (including remote evidence retrieval, Silent Alarm, and Live View).		
Fleet Size:	200	Loaded:	200

School District:	Manassas City Public Schools		
Scope:	School Bus Stop Arm Program.		
Address:	8700 Centreville Road, Ste. 400, Manassas, VA 20110		
POC:	Andy Hawkins Asst. Superintendent Finance and Operations		
Phone Number:	571-377-6036		
Email:	PAHawkins@mcpsva.org		
Description:	BusPatrol implemented and administers a turnkey School Bus Stop Arm Enforcement Program for Manassas City Public Schools in conjunction with Manassas City Police and district courts.		
Fleet Size:	64	Loaded:	64



E. Litigation

Respondents must identify, disclose, and describe any current, pending, or threatened litigation against them related to their business or real estate dealings.

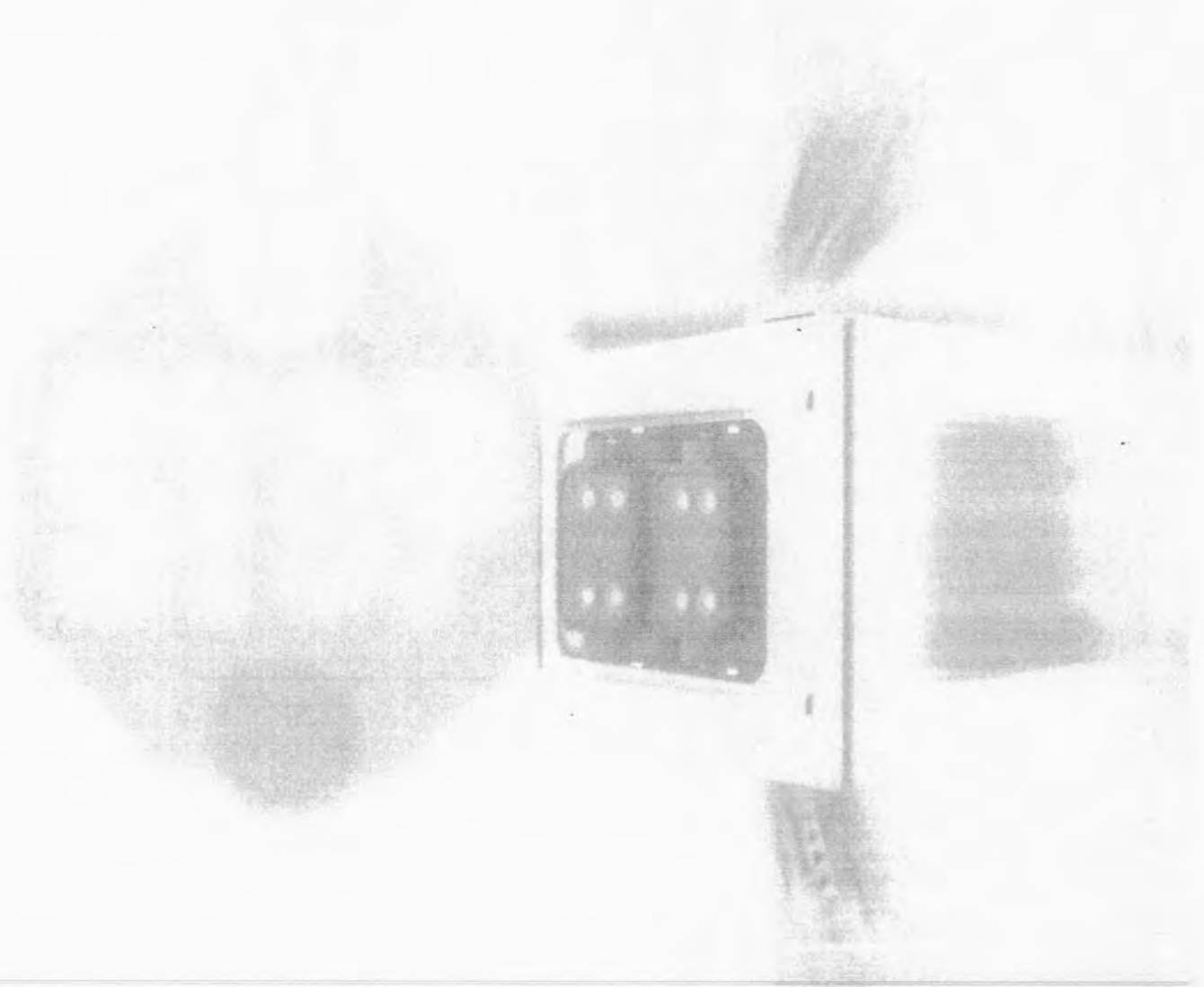
BusPatrol has no current, pending or threatened litigation against them related to our business or real estate dealings.



F. Obligations to the City of Bridgeport

The respondent must attest to having no outstanding financial or legal obligations to the City of Bridgeport.

BusPatrol hereby attests to have no outstanding financial or legal obligation to the City of Bridgeport.





OPTIONAL: ADDITIONAL PRODUCTS AND SERVICES

The solicitation requires that optional products and services be listed separately in this RFP response.

BusPatrol typically deploys enforcement and “beyond enforcement” safety technology across entire school bus fleets. School officials benefit from the optional value-added products included in our program by modernizing their buses to maximize safety for children in and around the school bus.



BusPatrol Stop Arm Enforcement Hardware Suite

Beyond Enforcement

A stop arm program’s success is contingent on school district participation. BusPatrol’s school-first value proposition drives program adoption. BusPatrol enables school officials to safeguard all student riders by upgrading 100% of their buses with cutting-edge, cloud-based technology at no cost.

Cloud-Managed 360° Safety Cameras

The BusPatrol OS comes with the ability to add up to seven additional high-definition interior and exterior cameras capable of capturing audio, video and still images. Typical installations include:

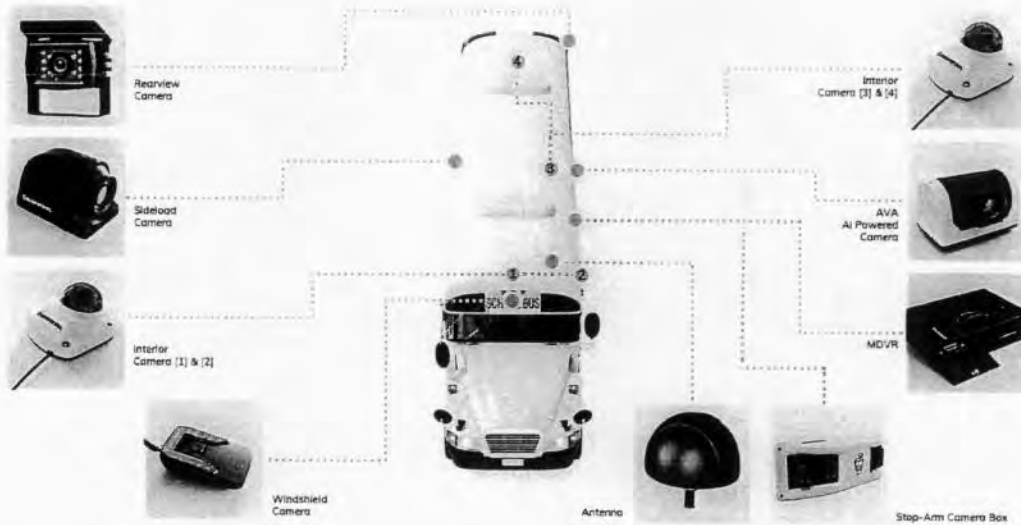
- A. **Additional Exterior “Danger Zone” Cameras:**
 - 1. Rearview camera capturing incidents occurring behind the bus
 - 2. Side load camera capturing the loading zone of the bus on the passenger side

These cameras are in addition to the AVA AI-powered camera and the stop arm camera box included with the BusPatrol Stop Arm Enforcement Hardware Suite.

- B. **Interior Safety Cameras (4):**
 - a. Captures the driver and stairwell/ bus entry door
 - b. Captures the front half of the passengers

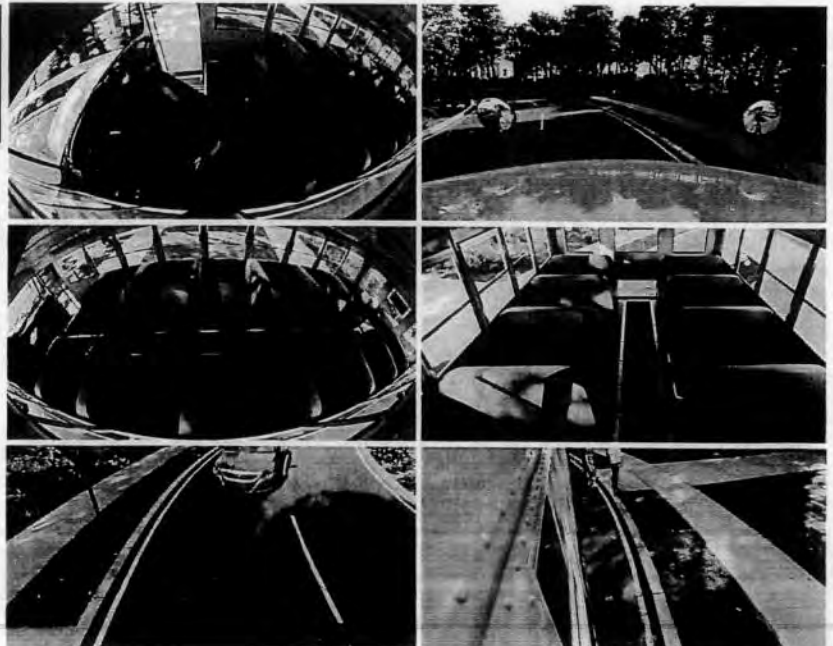


- c. Captures the back half of the passengers
- d. Captures windshield view



BusPatrol Stop Arm Enforcement and Beyond Enforcement Hardware Suite

**Cloud-Managed
360° Safety Cameras**





Software and Cloud-Connectivity



BusPatrol Console HealthCheck - Verify Equipment Health and Maximize Uptime

From the moment the bus is started the BusPatrol OS is connected to the BusPatrol Secure Cloud environment through our private VPN created exclusively for BusPatrol by AT&T. Designated authorized school district personnel will be able to login to the BusPatrol Console where they can use the HealthCheck tool to monitor the health of each BusPatrol OS, access live streaming audio and video from the bus, as well as look at real-time GPS locations of the fleet, or historical fleet information.

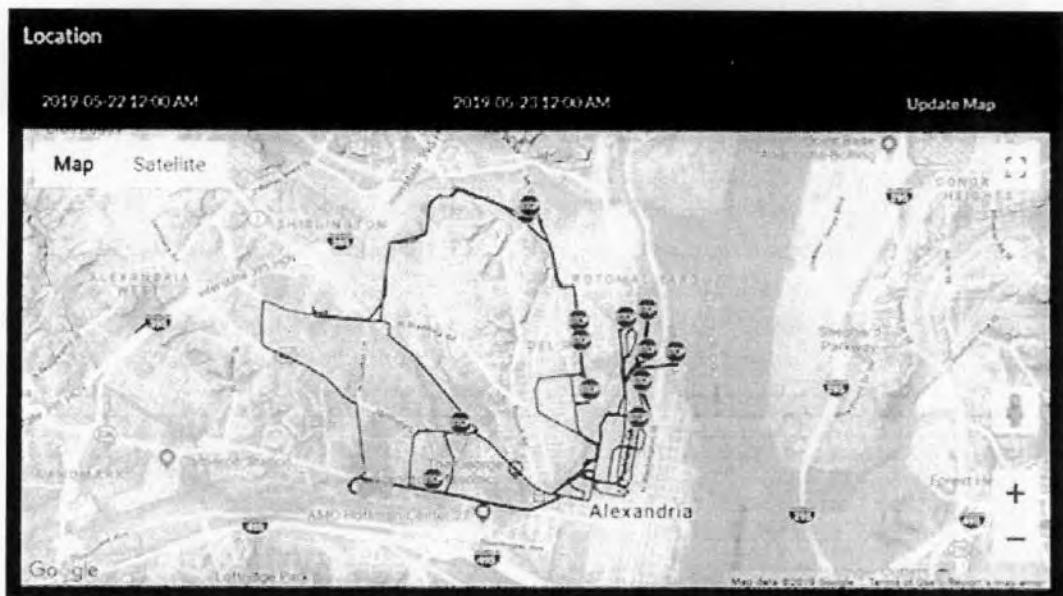
BusPatrol's Remote Access Evidence feature enables authorized school district personnel to securely store, request, and download videos from remote locations. Available anytime, it downloads while a school bus is turned on or in the accessory position. This eliminates operators or drivers having to remove and install drives each day, decreasing costs, and reducing human error.

The BusPatrol OS includes a Silent Alarm button (Fig. 4-6) that "marks" the video. Using the alarm marks the video, making it more instantly located for review. The OS can be configured to send SMS and email alerts to designated school district or law enforcement personnel. Messages can come with still image snapshots of the moment the bus operator pressed the Silent Alarm button. It includes a link, too, so the recipients can login and access a live audio/video feed of the incident. Live audio/video is also available on demand through the HealthCheck and Vehicle Information Page on the console.

Being connected through the cellular network means real-time GPS locator, not just historical GPS information once the school bus returns to the bus lot. Using the Console, users have access to both. BusPatrol's Snail Trail feature shows the buses route run given during a user defined timeframe. The vehicle's current location and speed can also be obtained through the Vehicle page.



Vehicle Information Page - Detailed Location and Status for Each Bus



GPS "Snail Trail" - Route Overview and School Bus Status



SECTION III

Pricing Proposal

Over the last 36 months, BusPatrol has been awarded nearly every competitively bid RFP for stop arm enforcement across North America, including the largest stop arm program ever deployed, in Suffolk County, New York.

Based on the feedback from municipal partners who awarded us their contracts, we attribute our success to four key factors:

1. AVA AI-powered technology suite helps our partners maximize safety and revenue by capturing all school bus stop arm violations
2. BusPatrol’s commitment to deploying technology across entire school bus fleets delivers an equitable and inclusive student safety solution
3. Our ability to produce and manage large-scale community education PSA campaigns
4. BusPatrol’s full-fleet cloud-based platform provides complimentary safety and fleet management tools for school officials to modernize their operations while improving safety, security, and efficiency

Pricing Summary

BusPatrol’s pricing is simple: we will provide all our goods and services to the City of Bridgeport and Bridgeport Public Schools in exchange for 50% of the net fine amount.

Bridgeport, CT Pricing		
	\$	%
Gross Fine Amount	\$450.00	
State Share	\$90.00	20%
Net Fine Amount	\$360.00	
City of Bridgeport	\$180.00	50%
BusPatrol	\$180.00	50%

Appendix A estimates a 5-year net program profit of \$14,406,795 for the City of Bridgeport.



Pricing Highlights

BusPatrol's offer includes all labor, equipment, materials, hardware, software, and services necessary to deploy, administer, and maintain this project over the life of the program.

- **\$0 capital outlay:** BusPatrol pays 100% of the capital required to install, operate, and maintain the equipment for the life of the contract.
- **100% of program mailing costs are covered by BusPatrol,** including all printing and postage.
- **100% of program operating costs are paid for by the program,** including labor costs associated with law enforcement approval and program administration.¹ Any program shortfalls are covered by BusPatrol and recovered from future program revenues. *At no time throughout the life of the program can the City of Bridgeport or its public schools incur a financial loss.*
- **\$100,000 community education & PSA investment:** BusPatrol will make a \$100,000 investment in the production and delivery of public awareness and education campaigns to educate motorists about school bus stopping laws and the presence of automated enforcement. As part of the program, the City of Bridgeport will receive access to our PR and media specialists, as well as the usage rights to our existing library of educational content.
- **Bridgeport center for excellence:** BusPatrol establishing a service center of excellence within the City of Bridgeport, which will create jobs for local technicians and processors who will be responsible for ensuring operational excellence of the program. The center can also serve as a community space for municipal and school officials to host community forums.
- **No cost optional internal safety cameras and beyond enforcement safety tools:**
At the City of Bridgeport's request, BusPatrol will deploy its cloud-connected internal safety cameras and value-added safety technology tools at no cost. This includes all repairs, replacements, maintenance, and associated data charges for the life of the contract.
 - This provides an **ESTIMATED VALUE OF OVER \$1 MILLION DOLLARS** based on City of Bridgeport's bus fleet size.

¹ Excludes court costs



Summary of Program Inclusions

■ BusPatrol’s Enforcement Products and Services

- Leverage BusPatrol’s state-of-the-art equipment, materials, hardware, software, and services necessary to meet or exceed the requirements of this RFP.

BusPatrol Stop Arm Enforcement Program Suite		
• BusPatrol OS	• Bridgeport Center for Excellence	• Violator Call Center
• AI-Enabled Stop Arm Cameras	• Program Management	• Court Support
• High Speed Modem/Antenna	• School District Support	• Automated Printing & Mailing
• GPS	• Law Enforcement Support	• Customizable Reporting
• AlertBus Citation Life-Cycle Management System	• AVA (Automated Violation Analysis) AI Technology	• Dedicated Equipment Maintenance Technicians

■ BusPatrol’s Beyond Enforcement Safety Technology (No Cost Options)

BusPatrol Beyond Enforcement Suite		
• 4 Interior Cameras (with mic)	• Silent Alarm	• Remote Video Retrieval
• Windshield Camera	• Console	• Live View
• Side Load Camera	• Healthcheck	• Snail Trail (Historical GPS Maps)
• Rearview Camera	• Vehicle Page	• Real-Time GPS Vehicle Locator

Strong support from Bridgeport Public Schools will be integral to the success of the program. BusPatrol believes that the heart and soul of any successful program lives in the quality of the tools that we provide to school district transportation professionals to proactively improve safety in the communities in which we operate. Our full-fleet enforcement and value-added technology products are provided to the City at **ZERO COST**. BusPatrol’s school bus safety programs and beyond enforcement options are entirely and exclusively violator funded.

BusPatrol’s Beyond Enforcement safety suite provides valuable equipment, software, and services that school districts want and need, but simply do not have the budget to purchase.

For this reason, BusPatrol has included these options for the City of Bridgeport to consider at no cost.



APPENDIX A

BUSPATROL | City of Bridgeport

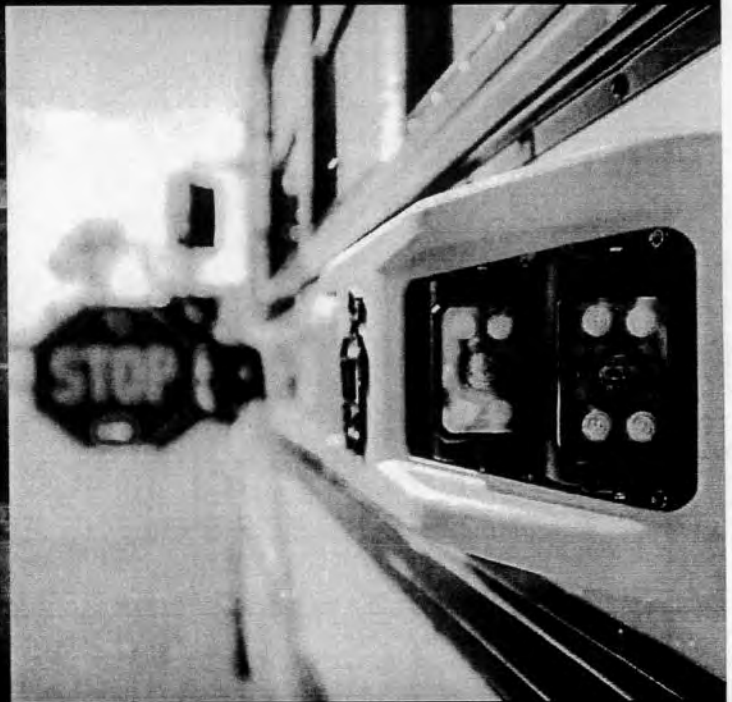
	Optional Contract Years											Cumulative	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11		
BRIDGEPORT DETAILS													
Buses Deployed	200	200	200	200	200	200	200	200	200	200	200	200	200
Buses Active	180	180	180	180	180	180	180	180	180	180	180	180	180
School Days	180	180	180	180	180	180	180	180	180	180	180	180	1,800
Tickets Per Bus Per Day (TPBPD)	0.60	0.57	0.54	0.51	0.49	0.46	0.44	0.42	0.40	0.38	--	--	--
Tickets Issued	19,440	18,468	17,545	16,667	15,834	15,042	14,290	13,576	12,897	12,252	--	--	156,011
Cumulative Collection Rate (%)	80%	82%	83%	83%	84%	84%	84%	85%	85%	85%	85%	85%	85%
Tickets Collected	15,552	15,533	14,941	13,834	14,021	12,636	12,296	11,765	11,258	10,539	234	234	132,609
Net Fine Amount (Less State Share)	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$390	\$51,717,510
Program Revenue	\$6,065,280	\$6,057,870	\$5,826,990	\$5,395,260	\$5,468,190	\$4,928,040	\$4,795,440	\$4,588,350	\$4,390,620	\$4,110,210	\$91,260	\$91,260	\$51,717,510
BusPatrol % of Program Revenue	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Bridgeport % of Program Revenue	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Revenue Split													
BusPatrol (Gross)	\$3,032,640	\$3,028,935	\$2,913,495	\$2,697,630	\$2,734,095	\$2,464,020	\$2,397,720	\$2,294,175	\$2,195,310	\$2,055,105	\$45,630	\$45,630	\$25,858,755
Bridgeport (Net)	\$3,032,640	\$3,028,935	\$2,913,495	\$2,697,630	\$2,734,095	\$2,464,020	\$2,397,720	\$2,294,175	\$2,195,310	\$2,055,105	\$45,630	\$45,630	\$25,858,755

ASSUMPTIONS

Assumed number of Bridgeport school buses
Assumptions based on BusPatrol stop-arm experience in similar markets
BusPatrol pricing proposal

 **BUSPATROL**

BusPatrol School Bus Safety Program



Bridgeport, CT

06/07/2021-04/17/2022

Pilot Program Overview

Bridgeport, Connecticut

June 7, 2021-April 17, 2022

Why Conduct a Pilot Program in Connecticut?

In 2019, the National Association of State Directors of Pupil Transportation Services (NASDPTS) released data from their annual national survey indicating that more than 17 million stop-arm violations occur in the United States each year. On July 24, 130,963 school bus drivers, more than 27 percent of the nation's total drivers, counted a total of 95,319 stop-arm violators during their one-day safety survey.

According to NASDPTS, "The results of the surveys, conducted annually since 2011, have been unfortunately consistent. The survey results have brought needed attention among state and federal policymakers to the need for greater safety countermeasures."

In recent years, several states have increased penalties for violations, authorized the use of photo evidence for issuing citations, or enacted other measures that are designed to deter this dangerous practice.

Regional stop-arm surveys and technology-assisted pilot programs provide additional information to support increased safety measures for pupil transportation in Connecticut.

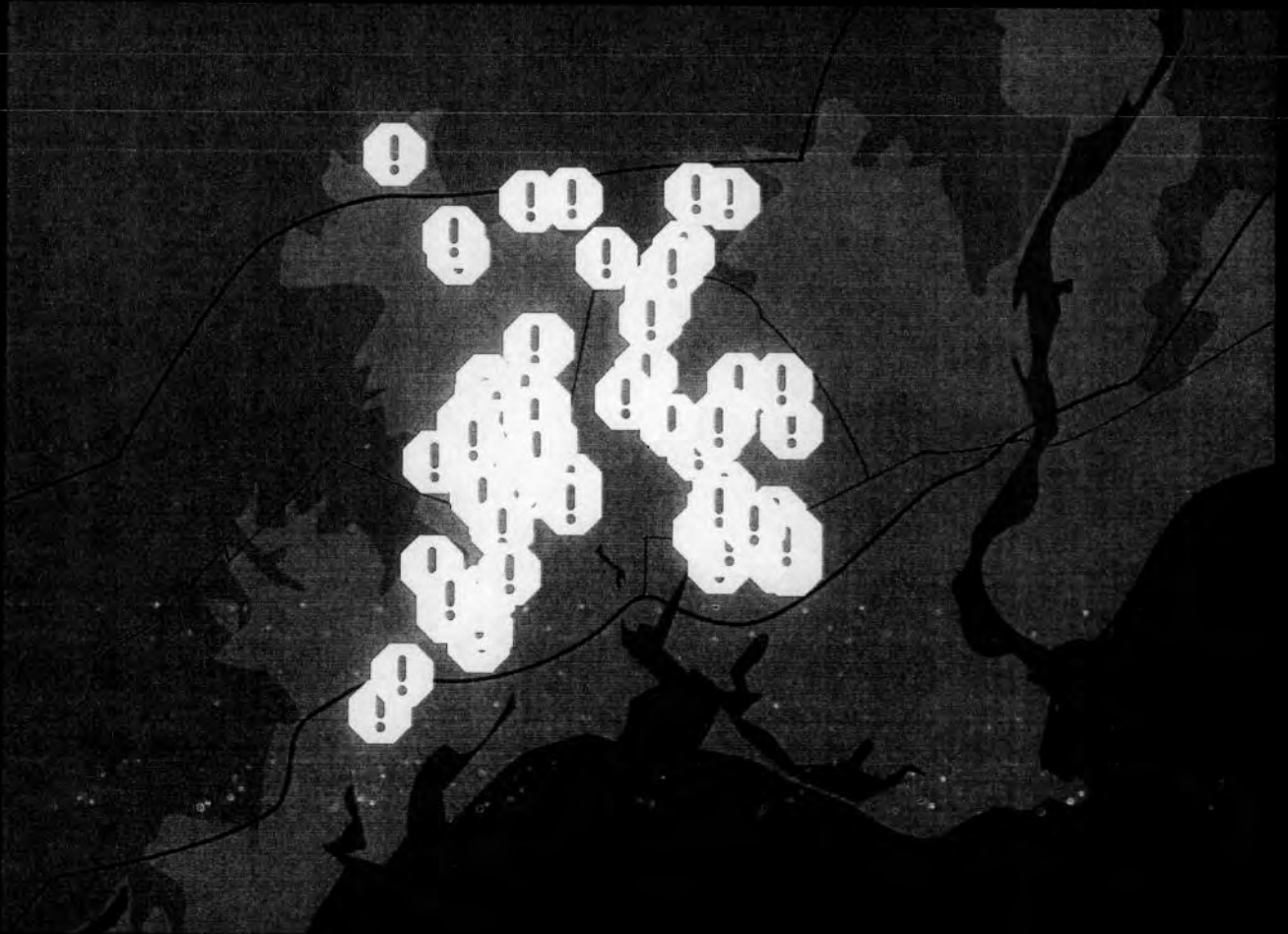
What Did the Pilot Program Reveal?

BusPatrol's school bus safety technology was installed on nine (9) buses in Bridgeport, CT, to assess the safety hazards across the jurisdiction. Across the limited fleet size, BusPatrol helped capture video and data to highlight safety concerns around school buses and children.

Over the course of ten months, 2,279 violations were captured across 9 school buses transporting students to and from school each day. The pilot program also helped identify hot spots or areas of concern for stop-arm safety. The data from the pilot program and from school bus safety programs can be used to take proactive measures when planning, executing and enforcing school bus routes.

Overview of Violations by Location

(top 65 unique locations with highest violations, 06/07/2021-04/17/2022)



2,279

Total Violations

330

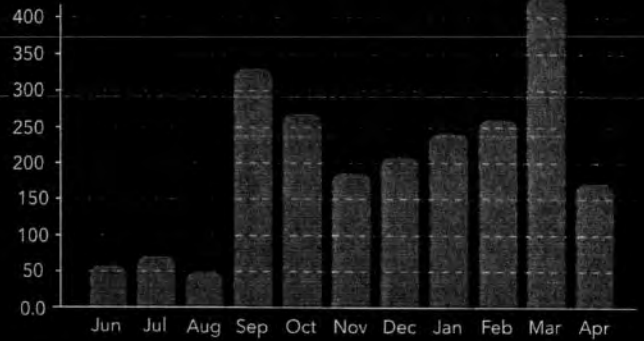
Unique Locations
with Violations

Overview of Violations by Dates and Times

2,279

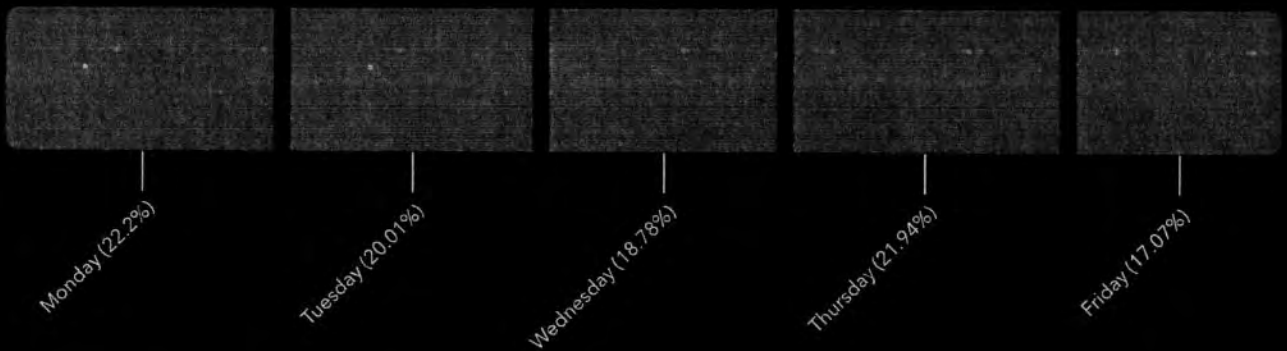
Total Violations
06/07/2021-04/17/2022

Total Violations by Month



Total Violations by Weekday

(percentage)

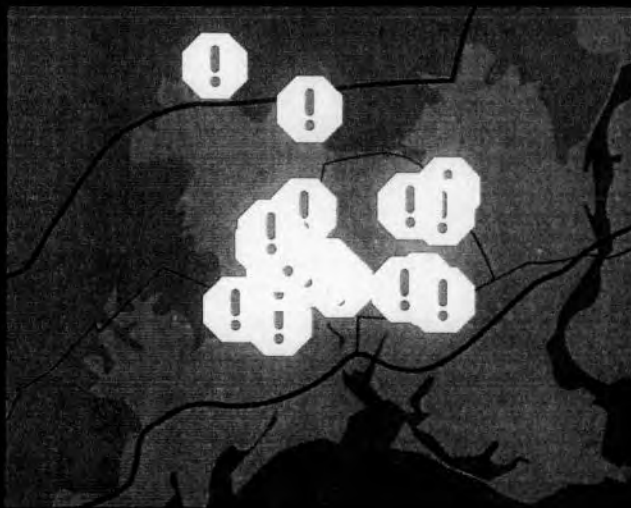


Total Violations by Hour



Details for Bus BPW401006

26 Unique Locations



Violations by Hour

(total)



Violations Over Time

(date)

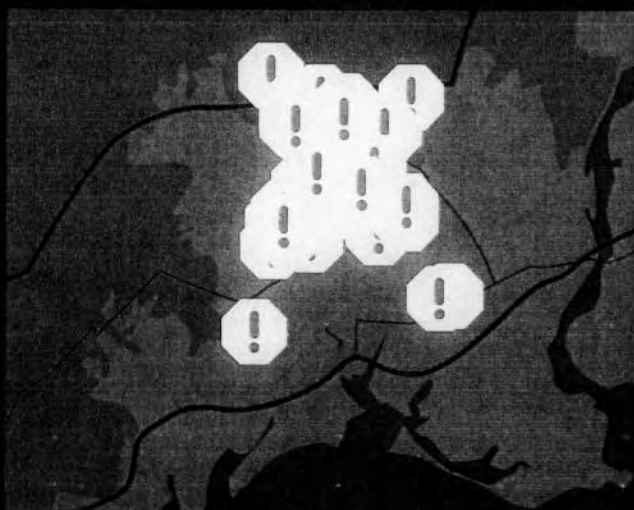


Top 5 Locations

Violations	Location
135	100 block of Logan St in Bridgeport CT
56	100 block of Logan St
14	100 block of Lincoln Blvd in Bridgeport
10	2800 block of Old Town Rd
9	900 block of Davenport St in Bridgeport

Details for Bus BPW116024

47 Unique Locations



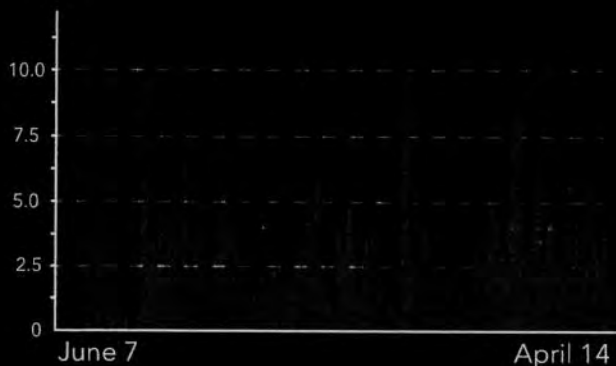
Violations by Hour

(total)



Violations Over Time

(date)

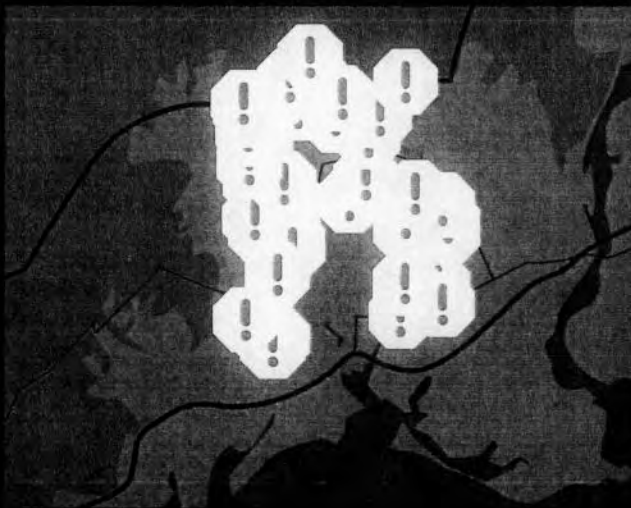


Top 5 Locations

Violations	Location
108	100 block of Ezra St in Bridgeport CT
40	1600 block of Fairfield Ave
38	700 block of Madison Ave
34	900 block of Madison Ave in Bridgeport
20	100 block of Sedgewick St

Details for Bus BPW116026

78 Unique Locations



Violations by Hour

(total)



Violations Over Time

(date)

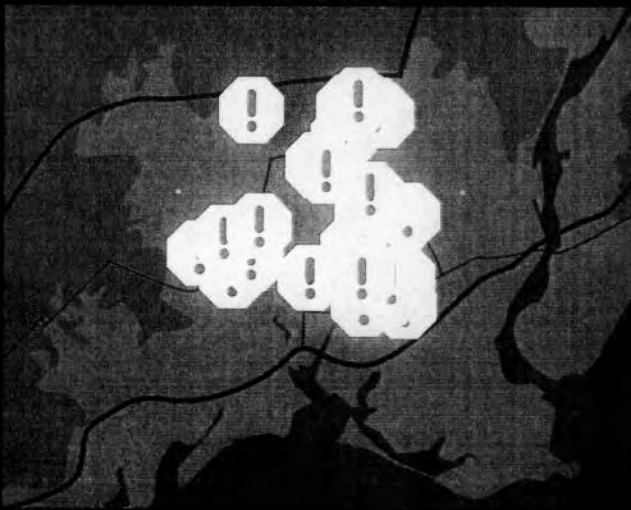


Top 5 Locations

Violations	Location
224	100 block of Davenport St in Bridgeport
91	300 block of Howard Ave in Bridgeport
55	400 block of Howard Ave in Bridgeport
33	1000 block of Madison Ave
32	900 block of Madison Ave in Bridgeport

Details for Bus BPW116053

45 Unique Locations



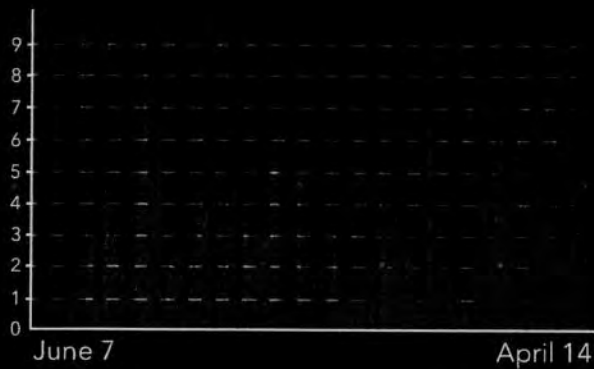
Violations by Hour

(total)



Violations Over Time

(date)

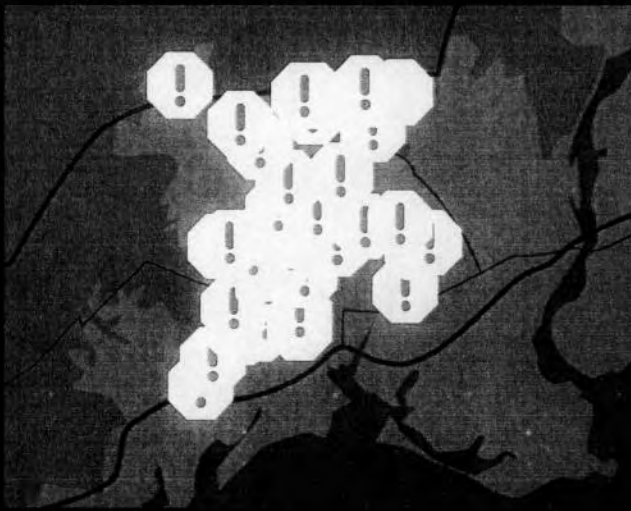


Top 5 Locations

Violations	Location
38	1100 Block of Capitol Ave in Bridgeport
26	2500 block of E Main St in Bridgeport
25	400 block of Huntington Turnpike
24	1300 block of North Ave
22	100 block of Read St in Bridgeport

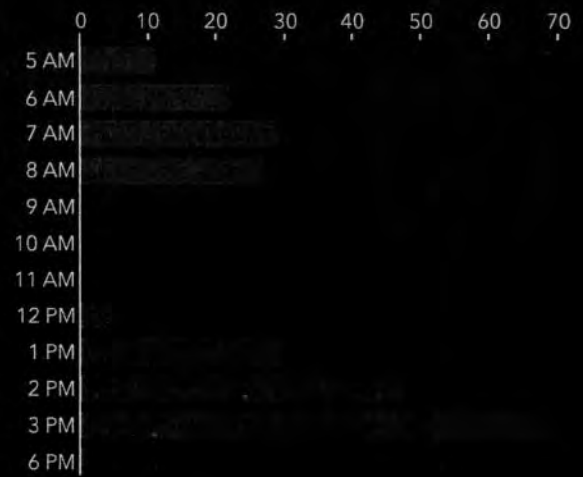
Details for Bus BPW206009

254 Unique Locations



Violations by Hour

(total)



Violations Over Time

(date)

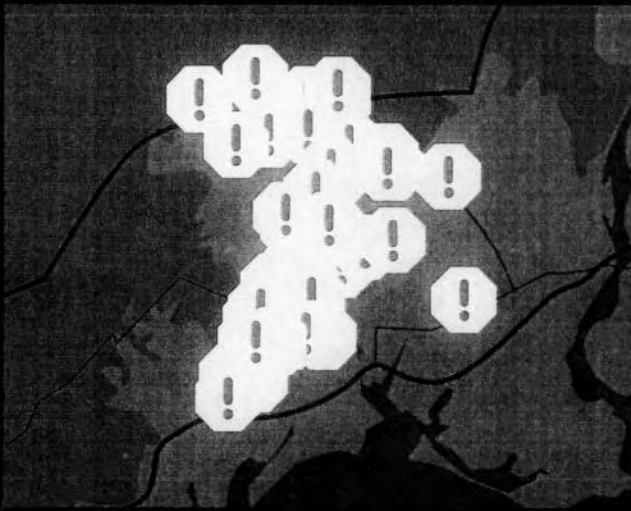


Top 5 Locations

Violations	Location
31	100 block of Davenport St in Bridgeport
10	2500 block of Fairfield Ave
6	500 block of Brewster St in Bridgeport
6	700 block of North Ave
6	4000 block of Main St

Details for Bus BPW116029

75 Unique Locations



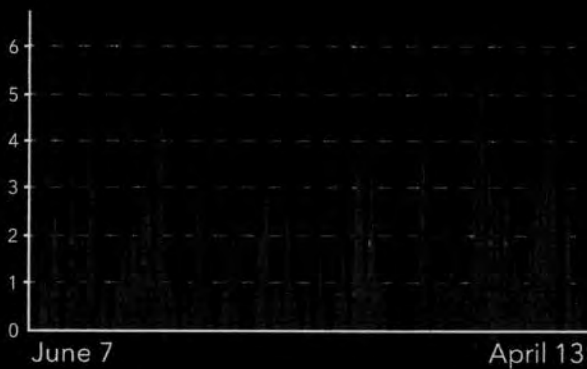
Violations by Hour

(total)



Violations Over Time

(date)

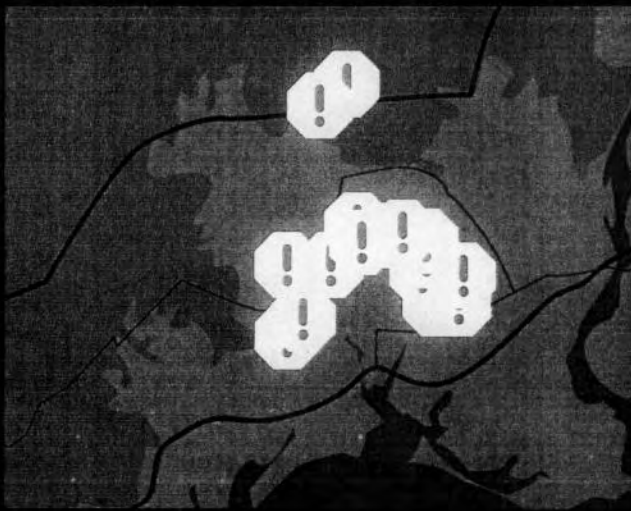


Top 5 Locations

Violations	Location
13	1300 block of Park Ave in Bridgeport
10	100 block of Mountain Grove St
9	1700 block of Fairfield Ave
9	700 block of Madison Ave in Bridgeport
8	1000 block of Madison Ave

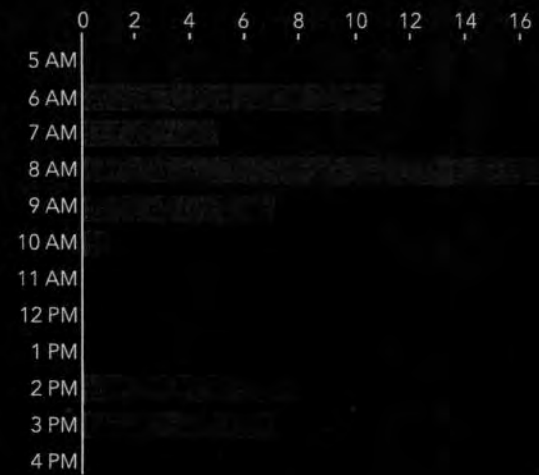
Details for Bus BPW611009

56 Unique Locations



Violations by Hour

(total)



Violations Over Time

(date)

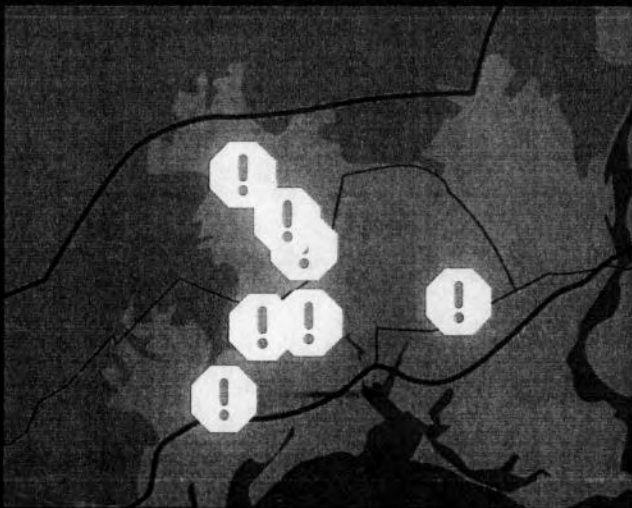


Top 5 Locations

Violations	Location
9	1000 block of Fairfield Ave
7	1100 block of Central Ave
6	100 block of Union Ave
5	600 block of Stillman St
4	400 block of Union Ave

Details for Bus WCD1043

7 Unique Locations



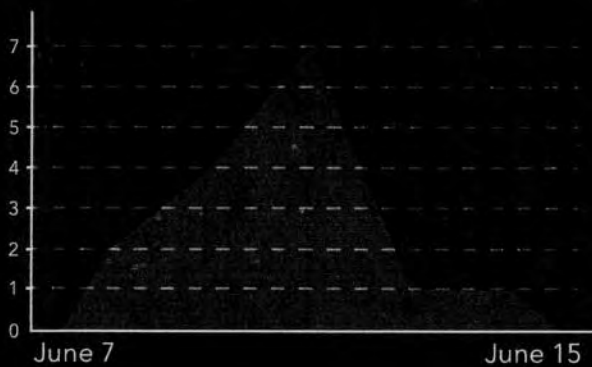
Violations by Hour

(total)



Violations Over Time

(date)

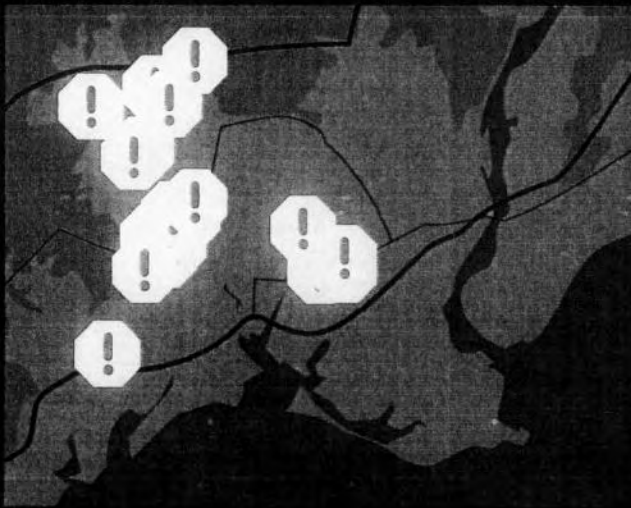


Top 5 Locations

Violations	Location
6	100 block of Davenport St
2	500 block of Brewster St
2	900 block of State St
2	1000 block of Madison Ave
1	1900 block of Madison Ave

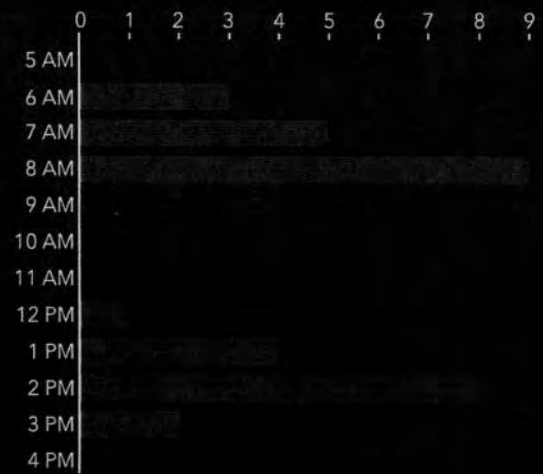
Details for Bus BPW301004

19 Unique Locations



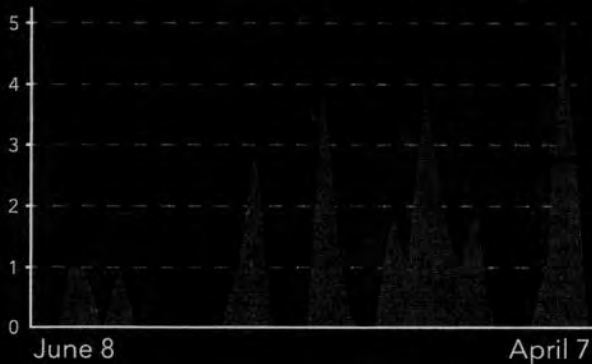
Violations by Hour

(total)



Violations Over Time

(date)



Top 5 Locations

Violations	Location
6	1100 block of North Ave
2	500 block of Beechmont Ave
2	4100 block of Park Ave
2	1100 block of Central Ave
1	100 block of Davenport St

Appendix: Overview per Week

Violations per Week

Week	Total Violations	Average per Bus	Average per Weekday	Average per Bus per Weekday
Jun/6/21-Jun/12/21	26	3.3	5.2	0.7
Jun/13/21-Jun/19/21	24	3.0	4.8	0.6
Jun/20/21-Jun/26/21	2	2.0	0.4	0.4
Jun/27/21-Jul/3/21	19	19.0	3.8	3.8
Jul/4/21-Jul/10/21	4	4.0	0.8	0.8
Jul/11/21-Jul/17/21	27	6.8	5.4	1.4
Jul/18/21-Jul/24/21	25	8.3	5.0	1.7
Jul/25/21-Jul/31/21	2	1.0	0.4	0.2
Aug/1/21-Aug/7/21	0	0	0	0
Aug/8/21-Aug/14/21	0	0	0	0
Aug/15/21-Aug/21/21	0	0	0	0
Aug/22/21-Aug/28/21	4	0.7	0.8	0.1
Aug/29/21-Sep/4/21	108	15.4	21.6	3.1
Sep/5/21-Sep/11/21	54	7.7	10.8	1.5
Sep/12/21-Sep/18/21	88	12.6	17.6	2.5
Sep/19/21-Sep/25/21	85	12.1	17.0	2.4
Sep/26/21-Oct/2/21	50	7.1	10.0	1.4
Oct/3/21-Oct/9/21	66	9.4	13.2	1.9
Oct/10/21-Oct/16/21	55	6.9	11.0	1.4
Oct/17/21-Oct/23/21	73	10.4	14.6	2.1

Oct/24/21-Oct/30/21	55	7.9	11.0	1.6
Oct/31/21-Nov/6/21	42	6.0	8.4	1.2
Nov/7/21-Nov/13/21	41	5.9	8.2	1.2
Nov/14/21-Nov/20/21	62	7.8	12.4	1.6
Nov/21/21-Nov/27/21	22	3.7	4.4	0.7
Nov/28/21-Dec/4/21	79	11.3	15.8	2.3
Dec/5/21-Dec/11/21	54	7.7	10.8	1.5
Dec/12/21-Dec/18/21	61	7.6	12.2	1.5
Dec/19/21-Dec/25/21	34	4.9	6.8	1.0
Dec/26/21-Jan/1/22	0	0	0	0
Jan/2/22-Jan/8/22	10	1.4	2.0	0.3
Jan/9/22-Jan/15/22	113	14.1	22.6	2.8
Jan/16/22-Jan/22/22	48	6.0	9.6	1.2
Jan/23/22-Jan/29/22	45	5.6	9.0	1.1
Jan/30/22-Feb/5/22	62	7.8	12.4	1.6
Feb/6/22-Feb/12/22	81	10.1	16.2	2.0
Feb/13/22-Feb/19/22	70	10.0	14.0	2.0
Feb/20/22-Feb/26/22	51	7.3	10.2	1.5
Feb/27/22-Mar/5/22	114	14.3	22.8	2.9
Mar/6/22-Mar/12/22	104	14.9	20.8	3.0
Mar/13/22-Mar/19/22	78	9.8	15.6	2.0
Mar/20/22-Mar/26/22	75	9.4	15.0	1.9
Mar/27/22-Apr/2/22	100	12.5	20.0	2.5
Apr/3/22-Apr/9/22	115	14.4	23.0	2.9
Apr/10/22-Apr/16/22	40	5.7	8.0	1.1



April 20, 2022

RE: BusPatrol Letter of Support

To Whom it May Concern,

For over five decades, WE Transport Inc. has provided safe student transportation to communities. Safety is always a priority, and we welcome new technologies and approaches that improve safety for students and school bus drivers.

Motorists illegally pass stopped school buses more than an estimated 17 million times a year across the United States. Through our participation in Suffolk County NY's stop-arm enforcement program, we have witnessed these dangerous violations exceed what law enforcement has ever been able to witness or enforce. We believe the best way to effectively enforce the law and curb dangerous driver behavior around school buses is to adopt automated enforcement technology on every bus in the school fleet.

WE Transport Inc. has worked closely with BusPatrol since 2020 as part of the Suffolk County School Bus Safety Program on Long Island, New York. Through our participation in Suffolk County's program, BusPatrol has demonstrated a consistent commitment to safety, quality, and integrity while outfitting entire school bus fleets with modern technology.

Our experience working with BusPatrol has been seamless. Everyone at BusPatrol shares a high level of dedication to its safety mission and is incredibly helpful and responsive. BusPatrol makes this a true partnership, with the municipality, operator, school district, and law enforcement agency joining forces to tackle this issue and make roads safer for our children.

It is no surprise that BusPatrol is the most deployed stop-arm camera program provider in North America. The company is entirely focused on stop-arm safety and has developed a proven methodology to manage operator assets, while deploying and maintaining equipment throughout the life of the program.

We strongly support BusPatrol's efforts to manage Bridgeport's stop-arm camera program and ask you to consider BusPatrol as your partner to help make Bridgeport's roads safer. Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Quinn", is written over a horizontal line.

Robert Quinn
Chief Operations Officer-New York
WE Transport Inc.
75 Commercial Street
Plainview, NY 11803
514-349-8200 EXT 1159
www.wetransport.com



MNX059224- RFP - School Bus Camera Program
RFP Opening: 2PM Thursday, April 21, 2022

Exhibit B

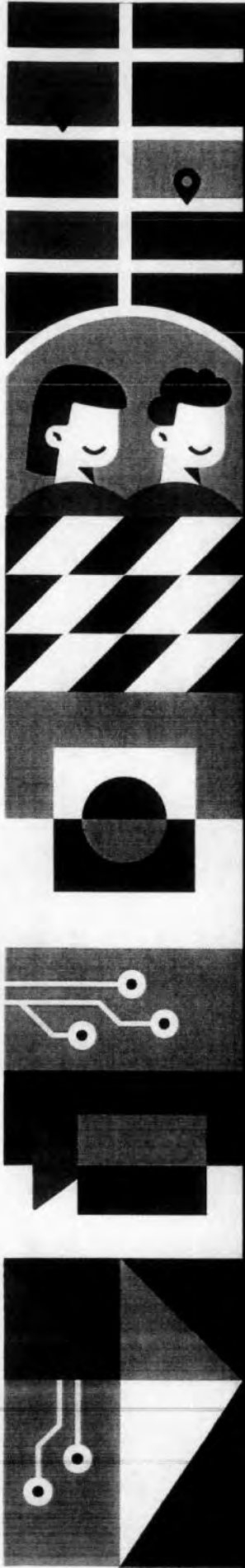
SUBMISSION FORM

Company Name: BusPatrol America LLC
Address: 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079
Phone Number: 718-980-8423
Contact: Jean Souliere Email: jean@buspatrol.com

Installation (Vendor to provide all necessary supplies and equipment)	\$ <u>n/a</u> <small>numeric</small>	\$ <u>See Pricing Proposal</u> <small>written sum</small>
Operation	\$ <u>n/a</u> <small>numeric</small>	\$ <u>See Pricing Proposal</u> <small>written sum</small>
Maintenance	\$ <u>n/a</u> <small>numeric</small>	\$ <u>See Pricing Proposal</u> <small>written sum</small>



BUSPATROL



THANK YOU

**FOR THIS OPPORTUNITY TO SERVE
THE CITY OF BRIDGEPORT!**

Item #79-21 (Ref. #36-21)

Proposed Amendment to the Municipal Code of Ordinances, Chapter 12.16 - Street and Sidewalk Use Regulations, amend Section 12.16.245 - Permit to Use City Streets and Sidewalks for the Shared Mobility Program.



Report
of
Committee
on
Ordinance

City Council Meeting Date: July 5, 2022

Tabled by Full Council: July 5, 2022

Resubmitted: August 1, 2022

Lydia N. Martinez

Attest:

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

Please Note: Mayor did not sign Report

RECEIVED
CITY CLERKS OFFICE
22 AUG 17 AM 10:55
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Ordinances begs leave to report; and recommends for adoption the following resolution:

Item No. 79-21 (Ref. #36-21)

**Resolution Authorizing the Amendment of Bridgeport Code of Ordinances
Chapter 12.16.245
In Relation to the
Shared Mobility Program**

WHEREAS, on September 16, 2019, the City Council of Bridgeport adopted Resolution 125-18, authorizing the City's Office of Planning and Economic Development ("OPED") to administer a Shared Mobility Pilot Program (the "Pilot") of shared bicycles, electric bicycles, and electric scooters until November 30, 2020 in furtherance of Plan Bridgeport Goal 1.1, which requires that the City work to "improve usage of transit and alternative modes of transportation;" and

WHEREAS, in establishing the Pilot, the Council authorized certain amendments to the *Bridgeport Code of Ordinances Chapter 12.16 – Street and Sidewalk Regulations*, per Item 123-18, approved September 16, 2019, and Item 194-19, approved December 7, 2020; and

WHEREAS, through a combination of feedback mechanisms, OPED has found that the Pilot, taking place between September 16, 2019, and December 31, 2021, indeed furthers *Plan Bridgeport Goal 1.1* by providing a quality alternative mobility option and increasing quality of life for Bridgeport residents; and

WHEREAS, equitable access led to 86,000 individual rides during the two-year Pilot, with one quarter of riders using the scooters to commute to work or school, and 9 out of 10 riders satisfied with the program; and

WHEREAS, the Council authorized certain amendments to the Bridgeport Code of Ordinances, Chapter 12.16 – STREET AND SIDEWALK USE REGULATIONS, per item 36-21, approved April 18, 2022 to make permanent and ongoing the Shared Mobility Program; and

WHEREAS, the Council adopted a resolution on April 18, 2022, per item 35-21, which authorized the Office of Planning and Economic Development (OPED) to administer the ongoing Shared Mobility Program; and

WHEREAS, the Bridgeport Code of Ordinances is the most appropriate location to authorize OPED to administer the Shared Mobility Program;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGEPORT: Chapter 12.16 of the Municipal Code of Ordinances – Street and Sidewalk Use Regulations – is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 79-21 (Ref. #36-21)

-2-

12.16.245 - Permit to Use City Streets and Sidewalks for the Shared Mobility Program.

- A. Permit Required. No person shall operate a Shared Mobility System, as defined by City Ordinance Chapter 10.32.010, for use in the City without first having obtaining approval from the Office of Planning and Economic Development.
- B. Filing of Application—Fee. Each applicant for approval to operate a Shared Mobility System, as defined by City Ordinance Chapter 10.32.010, shall file an application with the Director of the Office of Planning and Economic Development, **subject to terms and conditions established by said Director**, and pay a non-refundable fee in the amount of one thousand five hundred dollars (\$1,500.00) plus a Mobility Manager software maintenance fee to the City of Bridgeport upon application submission and by the first day of each subsequent calendar year. **A separate fee for use of City right-of-way shall be assessed quarterly.** Such applicant **and usage** fee revenue collected by the Office of Planning and Economic Development shall be deposited and accounted for in a City special revenue account used for Mobility Manager software costs and improving the City's bicycle infrastructure. **The Office of Planning and Economic Development shall administer the Shared Mobility Program, which shall include the establishment of fees, terms, and conditions, which may be amended from time to time, and such amendments shall be reported to the City Council. Notwithstanding anything herein to the contrary, all fees, terms, and conditions established, or amended, by the Director shall be expressly authorized and approved by the City Council prior to their becoming effective.**
- C. Impoundment of Shared Mobility Devices. The Office of Planning and Economic Development shall create one or more shared mobility device pounds to which shared mobility devices may be removed at the direction of any police officer or parking enforcement officer for the city for caused specified below. The pounds to be created under this chapter shall be city-owned storage garages or such other appropriate city-owned places as shall be designated by the Office of Planning and Economic Development.
1. Devices subject to impoundment:
 - (i) Those devices not removed by a Provider within the allotted time of a removal notice, specifically
 - a. In the event of extreme weather, emergencies, special events or for maintenance activities ("Event"), the owner of the device shall remove all devices from the Event area within ten hours of a notice by the Official;
 - b. When the number of devices deployed within a specific area is deemed excessive, the Provider must reduce its fleet in said area within four hours of receiving notice between 7:00 a.m. and 8:00 p.m., seven days per week. Any notice received outside of these hours will count as being received at 7:00 a.m. the next day;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 79-21 (Ref. #36-21)

-3-

- c. Devices deemed inoperable, unsafe, or otherwise failing to meet the standards identified in the application, which the Provider does not remove from the active fleet within two hours of receiving notice between 7:00 a.m. and 8:00 p.m., seven days per week. Any notice outside of these hours will count as being received at 7:00 a.m. the next day;
 - (ii) Those devices parked in violation of the application parking requirements or in one location for more than three consecutive days;
 - (iii) Those devices used in violation of any applicable local, state or federal law, rule, or regulation;
- 2. Impounding fee. Before the owner or representative of the owner of any device taken into custody in accordance with Section 1 hereof shall be allowed to secure the release of such device, the owner or its representative shall pay to the Office of Planning and Economic Development fifty dollars (\$50.00) per device. Such revenue collected by the Office of Planning and Economic Development shall be deposited and accounted for in a City special revenue account used for the sole purpose of improving the City's bicycle infrastructure.

(Ord. dated 12/7/20 , Exh. A; Ord. dated 9/16/19)



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances
Item No. 79-21 (Ref. #36-21)

-4-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES

Marcus A. Brown, Co-Chair

Rosalina Roman-Christy, Co-Chair

Ernest E. Newton, Jr.

Michelle A. Lyons

Aikeem G. Boyd

Maria I. Valle

Jorge Cruz, Sr.

City Council Date: July 5, 2022

Tabled by Council: July 5, 2022

Resubmitted: August 1, 2022 , As Amended by Full City Council (Off The Floor).