

AGENDA

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 6, 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 28, 2022 (Special Meeting)

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

- 116-21** Request from OPED to Order a Public Hearing for September 19, 2022 at 7:00 p.m. re: Proposed Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 115-21** Communication from Tax Collector re: Refund of Excess Payments – Lereta, LLC Re: 1839 Main Street, referred to Miscellaneous Matters Committee.
- 116-21** Communication from OPED re: Proposed Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street, referred to Joint Committee on Contracts and Economic and Community Development and Environment.
- 117-21** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection – Urban Act Grant – Ellsworth Field Improvements, referred to Economic and Community Development and Environment Committee.
- 118-21** Communication from Central Grants re: Grant Submission: CT Department of Economic and Community Development – CT Communities Challenge (#23205, #23441 and #23891), referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *104-21** Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) – Port Security Grant Program.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *99-21** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic and Community Development Grant-In-Aid-Beardsley Zoo Improvements.
- *106-21** Contracts Committee Report re: State Lobbyist Services Agreement with the Reynolds Strategy Group, LLC.
- *109-21** Contracts Committee Report re: Prescription Drug Benefit Administration Agreement between the City of Bridgeport, the Bridgeport Board of Education and OptumRx.
- *110-21** Contracts Committee Report re: 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.
- *112-21** Miscellaneous Matters Committee Report re: Approval of an Update to the Job Description of the Classification of Tax Assessor Pursuant to Civil Service Rule IX, Sec 3.
- *114-21** Miscellaneous Matters Committee Report re: Approval of a New Job Classification and Specifications of the Healthcare Administrator Position Pursuant to Municipal Charter Chapter 17 Section 206(d).

MATTERS TO BE ACTED UPON:

- 102-21** Contracts Committee Report re: License Agreement with Creative Outdoor Advertising of America, Inc. for Trash Receptable Advertising and Maintenance Services.
- 113-21** Miscellaneous Matters Committee Report re: Approval of a New Job Classification and Specifications of the Health Code Enforcement Inspector Position Pursuant to Municipal Charter Chapter 17 Section 206(d).

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

NAME	SUBJECT
1.) Jacquelyn Cauthen 397 Charles Street Becoming D.I.V.A.S Bridgeport, CT 06606	Support for Teen Girls Book/Journal Funding Program for H.S. "Living Foods."
2.) John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Governance, Safety, & Finances.
3.) Eve Parsons West End Community Committee 506 Dewey Street Bridgeport, CT 06605	Signage, Traffic, Speed bumps, Community Safety and holding landlords responsible for rental properties.
4.) Helen Olga Losak 304 Bradley Street Bridgeport, CT 06610	Leadership Apology.
5.) Nicole Nelson 134 Dewey Street Bridgeport, CT 06605	Request for consistent support from representatives regarding concerns/issues that West End Citizens may have.
6.) Eneida Martinez 819 Connecticut Avenue, #2 Bridgeport, CT 06607	Council Members, City of Bridgeport, Accountability.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
TUESDAY, SEPTEMBER 6, 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 6:37 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

RECEIVED
CITY CLERKS OFFICE
22 SEP 13 PM 4: 23
ATTEST
CITY CLERK

A quorum was present. The names in italics did not appear to respond during the roll call.

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

NAME

SUBJECT

Jacquelyn Cauthen
397 Charles Street
Becoming D.I.V.A.S
Bridgeport, CT 06606

Support for Teen Girls Book/Journal
Funding Program for H.S. "Living Foods."

Ms. Cauthen came forward and greeted the Council Members. She said she wished to update the Council on her Becoming D.I.V.A.S program for young women aged 11-17. She spoke about a book club and said that she would like to bring her program participants to Council Meetings as frequently as possible so they will be familiar with the governance process.

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Ms. Cauthen said that the last time that she was present at a meeting in June, there was a confrontation that bordered on aggression and there were numerous labels used by Council Members. She said that she was concerned about bringing her girls to the meetings when there was such disturbing behavior. She then read a poem she had written about how people label one another.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

City Governance, Safety, & Finances.

Mr. Lee came forward and read the following statement into the record:

Ladies and gentlemen of the Council, I welcome your return to the business of the City on behalf of all citizens. Yesterday was Labor Day, the semi-official end of summer, though those of us who have lived locally a long time know that some of the most enjoyable weather days are likely ahead of us. If we continue to escape damages from tropical storms and hurricanes it will be fine for all.

Where does that leave us City wise? A State of the City daytime address at AMP promoted online with spotlights shining. Would that the Mayor had had such an event last spring at budget time. Why the change of such a standard offering by a Mayor with supposed financial and development focus? Is everyone comfortable with members of the management team currently? With the Superintendent of Schools departing for Fairfield before year end, the public safety position getting closer to final decision, other leadership positions have open, new, or acting staff. Has the Mayor considered an open meeting to introduce the people in place who are responsible for guiding public administration successfully under his overall leadership? Are we post-Covid enough? Why are FOI responses behind also?

People have asked about street paving and cleaning also as summer has progressed. Some work has been completed, but there is no public display of streets scheduled for work before the asphalt plants close or the \$3.5 Million mentioned in a Post article is spent. Is this a lack of transparency or fear of accountability by not posting the expected work on these streets for all, to see?

I apologize for bringing FAIRNESS to your attention once again. Perhaps you have no concern about being considered UNFAIR. But I wish to know whether you have heard anything, at all, about the dead Boards, Fair Rent and Fair Housing, that died in plain sight, if your eyes were open, and have remained without Mayoral nominees for more than a decade. At a time when fair rents, adequate housing for all, and financial pressures of inflation and personal conditions are bearing down on many, why does no one in City government respond to this question?

The CT Post reported that a Trumbull based swimming team will share time at the University of Bridgeport pool rather than travel to Milford. Does no member of the Council find it strange that there is no expectation in current City government for creating a water safety program for all Bridgeport City youth? Is this an example of a 'pool desert,' like a 'food desert' or 'bank desert'? Time will tell.

Council Member Suliman joined the meeting.

Eve Parsons
West End Community
Committee
506 Dewey Street
Bridgeport, CT 06605

Signage, Traffic, Speed bumps, Community
Safety and holding landlords responsible for
rental properties.

Ms. Parsons came forward and greeted the Council Members. She said that she had lived at her home for 20 years. She said that her neighbors have worked to clean up the streets and keep the storm drains cleared. She added that her group has worked with Council Member Burns and McCarthy on a number of projects. She said that the residents would like to have an increased police presence in their neighborhood which will allow the area to be safe and enjoyable for all.

Helen Olga Losak
304 Bradley Street
Bridgeport, CT 06610

Leadership Apology.

Ms. Losak came forward and read the following statement into the record:

Good evening City Council Members and the public. I am Helen Olga Losak residing at 304 Bradley St. and 46 York St., Bridgeport, CT, 06610.

I start by reading a letter Councilwoman Maria H. Pereira left on my mailbox. I got this letter because I told Miss Davis when she asked me if I voted no for the new Harding high school to be redistricted into the 139. Maria was belligerent and kept saying I can't talk to Miss Davis.

Ms. Losak,

From this day forward you are not to call, text, email me or come onto the property where I reside at 206 Bradley St.

If you do so, I will be forced to do what you do incessantly, call the police.

Tonight was the last straw as you were knowingly speaking with Bridgeport Generation Now Codirector, Geneem Davis with the full and complete knowledge that both she and Callie Heilman purchased Facebook advertisements accusing

me of criminal convictions that were those of a completely different Maria Pereira.

You cannot be trusted, are a racist, and are one of the cheapest misers I have ever met.

I have taken a photograph of this letter as evidence of my request should it be necessary for the police to have evidence of my formal request.

Do not contact me again. Thank you.

Maria Pereira 6/28/2022

Former Judge Lopez jumped in and told Maria, "What are you doing? Helen can talk to anybody, you don't control her!" At that point, former Judge Lopez ushered me out of harm's way because Maria was being so aggressive.

Outside former Judge Lopez said, "You know how Maria is, 'controlling', her way or no way. Be careful with her."

Maria, I made a police complaint about your letter for my protection.

You owe me a public apology for your actions.

True leaders accept responsibility for their behavior and mistakes, admit to them, apologize to those they have offended, learn from their mistakes and move forward positively.

Since you will not apologize to the Bridgeport Second Chances, myself and others you've offended, I have no confidence in you as a Council Member to serve 138th district.

You are a pompous control freak with selfish agenda. Psychology 101 teaches the only person you control is yourself. You do not control me and the people of 138th district. You need to resign at once!

Nicole Nelson
134 Dewey Street
Bridgeport, CT 06605

Request for consistent support from
representatives regarding concerns/issues
that West End Citizens may have.

Ms. Nelson came forward and greeted the Council Members. She said that she wanted to give an honorable mention to Council Member Burns for meeting with her and other members of the West End community. She said that she was hoping for a continuation of strong leadership from her Council Members. Sometimes it seems like her community has been ignored because of their income and lack of influence. Network Recovery has become a presence in their neighborhood

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and there has been an increase in homeless individuals in the area. There have been many catalytic converters stolen and also an increase in blight.

Eneida Martinez
819 Connecticut Avenue, #2
Bridgeport, CT 06607

Council Members, City of Bridgeport,
Accountability.

Ms. Martinez came forward and greeted the council. She then read the following statement into the record:

I asked that I not be interrupted or my time restarts for every interruption.

City Council Members – Reminder:

The Council is the governing body of the City except as otherwise provided in the Charter, and enacts ordinances subject to the approval or veto of the Mayor. It orders elections, levies taxes, authorizes public improvements, approved contracts, and adopts traffic regulations. Council Members are elected by the registered voters in the district they live in. They are to serve a term as agreed-upon taking oath. Council members are to serve the city in which they are elected by showing improvements in their districts, not threatening other council members without the FBI or lawsuits, leaving voicemail messages (Johanna Dorgan) – (elder abuse).

Council Members such as Maria Pereira are not in power to threaten, humiliate, intimidate, and make false accusations to any constituent or employee of the city of Bridgeport on whom they elected to support or donate to. Maria Pereira accepts tons of donations from City employees, attorneys, etc.

(Council Member Pereira objected and tried to shout down Ms. Martinez. Council President Nieves requested Council Member Pereira sit down and allow Ms. Martinez to continue speaking.)

It is not the jurisdiction or authority of Maria Pereira to use her title as Council person to lie to constituents that she is giving she is a governing body of the Town Clerk's office or to use scare tactic to seniors or other voting members.

Thank you.

Mr. Terry Sullivan
Bridgeport, CT

Mr. Sullivan came forward and greeted the Council Members. He said that he was present to speak about the vacancies on Boards and Commissions. He added that there was also concerns about parks. He said that it would be important to get the kids off the street and give them things to do.

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ADJOURNMENT

Council President Nieves closed the public session at 7:05 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 6, 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 7:07 p.m.

PRAYER

Council Member Smith led those present in prayer.

PLEDGE OF ALLEGIANCE

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

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

A quorum was present.

MINUTES FOR APPROVAL:

- **June 28, 2022 (Special Meeting)**

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE JULY 28, 2022 SPECIAL MEETING.**

**** COUNCIL MEMBER MCBRIDE-LEE SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF THE JULY 28, 2022 SPECIAL MEETING AS SUBMITTED PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

116-21 Request from OPED to Order a Public Hearing for September 19, 2022 at 7:00 p.m. re: Proposed Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street.

**** COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 116-21 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR SEPTEMBER 19, 2022 AT 7:00 P.M. RE: PROPOSED GROUND LEASE AGREEMENT WITH BERLINETTA BREWING COMPANY, LLC FOR A PORTION OF POST OFFICE SQUARE LOCATED AT 1136-1160 MAIN STREET.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

115-21 Communication from Tax Collector re: Refund of Excess Payments – Lereta, LLC Re: 1839 Main Street, referred to Miscellaneous Matters Committee.

116-21 Communication from OPED re: Proposed Ground Lease Agreement with Berlinetta Brewing Company, LLC for a portion of Post Office Square located at 1136-1160 Main Street, referred to Joint Committee on Contracts and Economic and Community Development and Environment.

117-21 Communication from Central Grants re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection – Urban Act Grant – Ellsworth Field Improvements, referred to Economic and Community Development and Environment Committee.

118-21 Communication from Central Grants re: Grant Submission: CT Department of Economic and Community Development – CT Communities Challenge (#23205, #23441 and #23891), referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER NEWTON MOVED THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

115-21 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – LERETA, LLC RE: 1839 MAIN STREET, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

116-21 COMMUNICATION FROM OPED RE: PROPOSED GROUND LEASE AGREEMENT WITH BERLINETTA BREWING COMPANY, LLC FOR A PORTION OF POST OFFICE SQUARE LOCATED AT 1136-1160 MAIN STREET, REFERRED TO JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT.

117-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION – URBAN ACT GRANT – ELLSWORTH FIELD IMPROVEMENTS, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

118-21 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT – CT COMMUNITIES CHALLENGE (#23205, #23441 AND #23891), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL MEMBER CRUZ SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MCCARTHY MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA TO BE REFERRED TO THE CONTRACTS COMMITTEE.**

**** COUNCIL MEMBER NEWTON SECONDED.
** THE MOTION TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA TO BE REFERRED TO THE CONTRACTS COMMITTEE PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BURNS MOVED TO REFER AGENDA ITEM 119-21 PROPOSED BLACK ROCK SENIOR CENTER LICENSING AGREEMENT WITH THE FRANK HABANSKY FOOD PANTRY INC. TO THE CONTRACTS COMMITTEE. (ITEM #119-21)**

**** COUNCIL MEMBER CRUZ SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***104-21 Public Safety and Transportation Committee Report re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) – Port Security Grant Program.**

***99-21 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic and Community Development Grant-In-Aid-Beardsley Zoo Improvements.**

***106-21 Contracts Committee Report re: State Lobbyist Services Agreement with the Reynolds Strategy Group, LLC.**

***109-21 Contracts Committee Report re: Prescription Drug Benefit Administration Agreement between the City of Bridgeport, the Bridgeport Board of Education and OptumRx.**

***110-21 Contracts Committee Report re: 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.**

***112-21 Miscellaneous Matters Committee Report re: Approval of an Update to the Job Description of the Classification of Tax Assessor Pursuant to Civil Service Rule IX, Sec 3.**

***114-21 Miscellaneous Matters Committee Report re: Approval of a New Job Classification and Specifications of the Healthcare Administrator Position Pursuant to Municipal Charter Chapter 17 Section 206(d).**

Mayor Ganim asked if any member of the Council would like to remove an item from the Consent Calendar.

Council Member Burns requested Agenda Item 99-21 be removed.

Council Member Pereira requested that Agenda Items 106-21, 109-21, 110-21 and 112-21 be removed.

Assistant City Clerk Ortiz read the remaining Consent Calendar items into the record.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

104-21 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – PORT SECURITY GRANT PROGRAM.

114-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPROVAL OF A NEW JOB CLASSIFICATION AND SPECIFICATIONS OF THE HEALTHCARE ADMINISTRATOR POSITION PURSUANT TO MUNICIPAL CHARTER CHAPTER 17 SECTION 206(D).

- ** COUNCIL MEMBER CRUZ SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

99-21 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic and Community Development Grant-In-Aid-Beardsley Zoo Improvements.

- ** COUNCIL MEMBER BURNS MOVED THE ITEM.**
- ** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Burns explained that there had been a change in the dollar amount along with one other additional change. Council Member Newton asked what the changes were. Council Member Burns stated that there had been a clerical error of \$1,000 in the amount and that the item should have been referred to the Economic and Community Development and Environment Committee.

- ** COUNCIL MEMBER BURNS MOVED TO AMEND AGENDA ITEM 99-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT GRANT-IN-AID-BEARDSLEY ZOO IMPROVEMENTS AS PRESENTED.**

- ** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO AMEND AGENDA ITEM 99-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT GRANT-IN-AID-BEARDSLEY ZOO IMPROVEMENTS AS PRESENTED PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

- ** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 99-21 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT GRANT-IN-AID-BEARDSLEY ZOO IMPROVEMENTS AS AMENDED.**

- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

106-21 Contracts Committee Report re: State Lobbyist Services Agreement with the Reynolds Strategy Group, LLC.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 106-21 CONTRACTS COMMITTEE REPORT RE: STATE LOBBYIST SERVICES AGREEMENT WITH THE REYNOLDS STRATEGY GROUP, LLC.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

109-21 Contracts Committee Report re: Prescription Drug Benefit Administration Agreement between the City of Bridgeport, the Bridgeport Board of Education and OptumRx.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 109-21 CONTRACTS COMMITTEE REPORT RE: PRESCRIPTION DRUG BENEFIT ADMINISTRATION AGREEMENT BETWEEN THE CITY OF BRIDGEPORT, THE BRIDGEPORT BOARD OF EDUCATION AND OPTUMRX.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

110-21 Contracts Committee Report re: 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.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 110-21 CONTRACTS COMMITTEE REPORT RE: 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.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

112-21 Miscellaneous Matters Committee Report re: Approval of an Update to the Job Description of the Classification of Tax Assessor Pursuant to Civil Service Rule IX, Sec 3.

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 112-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPROVAL OF AN UPDATE TO THE JOB DESCRIPTION OF THE CLASSIFICATION OF TAX ASSESSOR PURSUANT TO CIVIL SERVICE RULE IX, SEC 3.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira said that the item had been approved by the Committee, but it was not approved by the Council within the time frame stated by the Charter. Due to this, the item had automatically been approved. She questioned why it was included on the agenda.

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) ABSTENTION (PEREIRA).**

MATTERS TO BE ACTED UPON:

102-21 Contracts Committee Report re: License Agreement with Creative Outdoor Advertising of America, Inc. for Trash Receptable Advertising and Maintenance Services.

**** COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 102-21 CONTRACTS COMMITTEE REPORT RE: LICENSE AGREEMENT WITH CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. FOR TRASH RECEPTABLE ADVERTISING AND MAINTENANCE SERVICES.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) ABSTENTION (PEREIRA).**

113-21 Miscellaneous Matters Committee Report re: Approval of a New Job Classification and Specifications of the Health Code Enforcement Inspector Position Pursuant to Municipal Charter Chapter 17 Section 206(d).

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 113-21 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPROVAL OF A NEW JOB CLASSIFICATION AND SPECIFICATIONS OF THE HEALTH CODE ENFORCEMENT INSPECTOR POSITION PURSUANT TO MUNICIPAL CHARTER CHAPTER 17 SECTION 206(D).**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, BROWN, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, SIMMONS AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Vizzo-Paniccia then requested a point of personal privilege. When Mayor Ganim acknowledged her, she stated that she wished to know the reason for Council Member Pereira abstaining on the vote for Agenda Item 112-21 (Classification of Tax Assessor). Council Member Pereira replied that she had abstained because the item was not approved by the Council

within the time frame stated by the Charter. Due to this, the item had automatically been approved.

Council Member Simmons then requested a point of personal privilege. When Mayor Ganim acknowledged her, Council Member Simmons announced that she was resigning her Council seat, effective immediately. Mayor Ganim thanked Ms. Simmons for her service to the City.

ADJOURNMENT

**** COUNCIL MEMBER CRUZ MOVED TO ADJOURN**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:26 p.m.

Respectfully submitted,

Telesco Secretarial Services



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #115-21 Ref'd to Miscellaneous Matters Committee
on 09/06/2022

DATE: July 27, 2022

TO: Committee on Miscellaneous Matters

FROM: Veronica Jones, Tax Collector

SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

Lereta, LLC
Attn Central Refunds
901 Corporate Center Drive
Pomona, CA 91768

REFERENCE:
1839 MAIN STREET
BRIDGEPORT, CT 06606

Refund due: \$19,065.91
2020-01-0015355
1021-06-----
1839 Main St

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
22 AUG 19 AM 11:15

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that JROD LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2020

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

Lereta
RE. TAX Refunds
901 Corporate Center Drive
Pomona, CA 91768

2020-01-0015355
1021--06-----
1839 MAIN ST



To Contract # 899 61072 Collector of CITY OF BRIDGEPORT State of Connecticut.
I hereby apply for refund* of such part of my tax as shall represent:

The service exemption or
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2021	38,131.82	0.00	0.00	0.00	38,131.82	
Total Paid	01/31/2022	57,197.73	0.00	0.00	0.00	57,197.73	-19,065.91 ***
Adjusted Refund		0.00	0.00	0.00	0.00	19,065.91	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Myrna Martinez
Print Name

Myrna Martinez
Signature of Taxpayer

7-26-22
Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
It is recommended that refund* of property taxes and interest in the amount of 19,065.91
be made to the above-named taxpayer in accordance with the provisions of Section (s):

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 13 DAY OF July 2022

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
approved on the _____ day of _____ 20____. It was voted to refund
Property Taxes and Interest amounting to \$ _____ to _____

First Selectman

Other Governing Body

Mail To :
CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06604

LEBETA For Total Escrow Solution Trust EastWest Bank
901 Corporate Center Drive
Pomona, CA 91768
(800) 537-3821

081392

Date 7/12/2021 Pay Amount *****130,925.14*

Pay *ONE HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY-FIVE AND 14 / 100

BRIDGEPORT CITY
TAX COLLECTOR
45 LYON TER RM 123
BRIDGEPORT, CT 06604

Tyler Perry

⑈081392⑈ ⑆322070381⑆8003051797⑈

08252021
>21170101<
Webster Bank

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

~~LEBETA LLC DBA Accumatch
Accumatch
2711 Lyndon B Johnson Fwy
Suite 1065
Dallas TX 75234~~

15 bills
East West Bank
135 N Los Robles Ave
Suite 600
Pasadena, CA 91101

16548

DATE: 1/19/2022

~~PAY Eighty-Two Thousand Three Hundred Fifty-Five and 31/100 Dollars~~

~~TO THE ORDER OF Bridgeport City Tax Collector~~

Tyler Perry

ME 59956

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈16548⑈ ⑆322070381⑆8868002653⑈

901 Corporate Center Dr. Pomona, CA 91768
 Nelly Gonzalez Tel: 800-537-3821 ext: 1932
 Other Contacts: Tanya Gonzalez Ext. 1750

LND	REF	LERETA AGENCY	Payee Name	First	Last	House No	Street	Parcel	Tax Year	BASE AMT	BILL NO	ELD
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,340.27	0027105	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,340.27	0027105	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$9,815.87	0028918	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$7,392.43	0028919	7/30/21
1185	[REDACTED]	060010103	Bridgeport City	JR0D LLC and [REDACTED]	VIP Wash & [REDACTED]	1837-1839	Main Street	1021-06	2020	\$19,065.91	0015355	7/30/21
1135	8	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,053.67	0002230	7/30/21
1135	8	060010103	Bridgeport City	[REDACTED]	PROPERTIES	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,011.31	0002231	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$3,565.29	0031980	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$4,071.33	0013822	7/30/21
1135	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020	\$3,762.40	0002221	7/30/21

A, LLC
Corporate Center Dr. Pomona, CA 91768
Gonzalez Tel: 800-537-3821 ext: 1932
Contacts: Tanya Gonzalez Ext. 1750

5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,567.68	0033171	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,654.58	0030242	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,777.00	0014548	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,516.78	0030421	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,983.04	0018078	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,730.49	0028481	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$2,636.33	0008888	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,153.61	0014736	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$2,520.41	0000587	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,381.28	0014202	7/30/21	✓
5	[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,654.54	0008470	7/30/21	✓

A, LLC
 Corporate Center Dr. Pomona, CA 91768
 Gonzalez Tel: 800-537-3821 ext: 1932
 Contacts: Tanya Gonzalez Ext. 1750

[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,956.56	0016507	7/30/21
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,956.56	0004126	7/30/21
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,315.48	0003598	7/30/21
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,316.11	0016721	7/30/21
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$3,761.40		7/30/21
[REDACTED]	060010103	Bridgeport City	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2020 1ST	\$4,624.54	0014395	7/30/21
TOTAL										\$130,925.14		



✓ ✓ ✓ ✓ ✓ ✓ ✓

301 Corporate Center Drive
Pomona, CA 91768
(800) 537-3853

Date 7/12/2021 Pay Amount

SEVENTY-FIVE AND 14/100

BRIDGEPORT CITY
TAX COLLECTOR
45 LYON TER RM 123
BRIDGEPORT, CT 06604

Taylor Payne

08252021
>211170101<
Webster Bank

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

LERETA LLC DBA Accumatch
Accumatch
2711 Lyndon B Johnson FWY
Suite 1065
Dallas TX 75234

15 Bills
East West Bank
135 N Los Robles Ave
Suite 600
Pasadena, CA 91101

16548

DATE: 1/19/2022

PAY ONLY **82,385.31**

\$82,385.31

PAY Eighty-Two Thousand Three Hundred Eighty-Five and 31/100 Dollars
TO THE ORDER OF Bridgeport City Tax Collector

Taylor Payne

MEMO: C59956

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈ 16548 ⑈ ⑆ 322070381 ⑆ 8868002653 ⑈



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

**COMM. #116-21 Ref'd to Joint Committee on Contracts and
ECD& Environment on 09/06/2022**

JOSEPH P. GANIM
Mayor

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

August 31, 2022

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

**Re: Resolution Authorizing a Lease Agreement for a portion of Post Office Square (1136 – 1160 Main Street)
Request for a Public Hearing Before the Full Council on Monday, September 19, 2022
Request for Referral to Joint Contracts/ECDE Committee**

Dear City Clerk and Honorable Members of the City Council:

For the Council's consideration and placement on its agenda of Tuesday, September 6, 2022, the attached resolution would authorize -- subject to the City Attorney's final approval of the specific insurance requirements -- the attached lease agreement with Berlinetta Brewing Company LLC.

This item will require a public hearing, which we respectfully request be ordered for the full City Council meeting of Monday, September 19, 2022.

This item is for referral to the Joint Contracts and ECDE Committee.

A favorable Ch. 8-24 report was approved by the Planning & Zoning Commission on 08.29.2022.

OPED staff and a member of the City Attorney's Office will be available at the Committee meeting to discuss this matter with you. Thank you.

Truly Yours,

Bill Coleman
Deputy Director

C: Thomas Gill, Director
Associate City Attorney Deborah Garskof, Esq.

RECEIVED
CITY CLERKS OFFICE
22 AUG 31 PM 3:58
ATTEST
CITY CLERK

**RESOLUTION AUTHORIZING A LEASE OF A PORTION OF POST OFFICE SQUARE
1136 – 1160 MAIN STREET**

WHEREAS, the City of Bridgeport (“**City**”) is the owner of a set of contiguous vacant parcels located at 1136-1160 Main Street, and known collectively as “Post Office Square,”;

WHEREAS, Berlinetta Brewing LLC (the “**Tenant**”) is located at 1184 Main Street/90 Golden Hill Street, which is across from Post Office Square at the intersection of Golden Hill and Middle Street;

WHEREAS, the Tenant has been in business for just over a year and has developed a good reputation for its craft beer and has become a growing attraction bringing customers downtown;

WHEREAS, the Tenant has expressed an interest in establishing an outdoor patio space to provide picnic seating and bocce for its customers;

WHEREAS, *Plan Bridgeport* establishes as one of its “Guiding Principles” that “Bridgeport shall have a robust economy,” and accordingly establishes, as “Goal 2.2,” that the City shall “continue the redevelopment of downtown as a transit-oriented hub for commercial, retail, and entertainment activity, and, as per “Strategy 2.2.2,” shall “continue to focus on redevelopment efforts to activate vacant buildings and parcels throughout downtown”;

WHEREAS, consistent with *Plan Bridgeport*, the City wishes to offer to the Tenant a lease, a copy of which is attached hereto Exhibit A (the “Lease”), which provides the general terms and conditions for the use of an approximately 5,000 sf portion of Post Office Square, more particularly located at the corner of Golden Hill and Middle Street (referred to therein and herein as the “Leased Parcel”) for the purpose of establishing the outside patio seating area for its customers;

WHEREAS, the parties believe that the Lease will support: (1) the growth and continuation of the Tenant’s business and (2) the creation of an attraction to Bridgeport; both of which will be financially beneficial to the City, and is in the best interests of the citizens of the City of Bridgeport.

NOW, THEREFORE, BE IT:

RESOLVED, that the use of the Leased Premises pursuant to the terms and conditions of the Lease is hereby approved; and

FURTHER RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development are hereby authorized to enter into the Lease in substantially the form attached hereto with specific insurance coverage requirements as are to be established and expressly approved by the City Attorney’s Office, and, upon consultation with the City Attorney’s Office, are further authorized to take all other actions and do all other things necessary in furtherance of the purposes of, and consistent with, this resolution and in the best interests of the City of Bridgeport and its citizens.

GROUND LEASE AGREEMENT

by and between

CITY OF BRIDGEPORT

and

BERLINETTA BREWING COMPANY LLC

Regarding letting of

A Portion of Post Office Square, 1136-1160 Main Street
Bridgeport, Connecticut

Dated as of August __, 2022

LEASE

THIS AGREEMENT made as of the _____ day of July, 2022, by and between the **CITY OF BRIDGEPORT**, a municipal corporation with a principal place of business at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**Landlord**") and **BERLINETTA BREWING COMPANY LLC**, a Connecticut limited liability company, having an office and principal place of business at 1184-1188 Main Street/90 Golden Hill Street, Bridgeport, CT 06604 (the "**Tenant**"), and

RECITALS:

WHEREAS, Landlord is the owner of Post Office Square, 1136-1160 Main Street, Bridgeport, CT;

WHEREAS, Landlord agrees to lease to Tenant a portion of the parcel identified above which area measures approximately 5,000 square feet and which area is located across Golden Hill Street from the Tenant's present retail location at 1184-1188 Main Street/90 Golden Hill Street Bridgeport. The leased area is more particularly described in the site plan and diagram contained in *Exhibit 1* attached hereto and made a part hereof (the "**Leased Parcel**");

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to rent the Leased Parcel for an outdoor beer garden and bocce court area with a maximum occupancy of 75 persons (the "Permitted Use") on the terms and conditions set forth herein;

WHEREAS, pursuant to a resolution of Bridgeport City Council approved on _____ the Lessee's use of the Leased Parcel was approved. The resolution approving such action is attached hereto as *Exhibit 2* and its terms incorporated herein by reference; and

WHEREAS, Tenant has obtained any and all necessary approvals from the City of Bridgeport Zoning Department required to operate Leased Parcel in the manner described herein; and

WHEREAS, Tenant has agreed to lease the Leased Parcel from the Landlord under the terms, covenants, and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein contained, the parties mutually agree as follows:

ARTICLES

ARTICLE 1

DEFINED TERMS

Section 1.1. Definitions. For the purpose of this Lease, unless otherwise provided, the terms listed below have, and shall be construed and interpreted to have, the following meanings:

“Approval” means the Landlord’s approval of the Tenant’s request to take any action or do anything consistent with this Lease that requires prior notice to the Landlord and the Landlord’s granting of written approval by action of the Office of Planning and Economic Development.

“Improvements” shall mean all improvements and other work to be performed Tenant or by a third party contractor, approved by the Landlord, to prepare the Leased Parcel for its Permitted Uses of the Project and pursuant to the site plan and diagram in *Exhibit 1*.

“Landlord” means the **City of Bridgeport**, and any person or entity acquiring all right, title, and interest of Landlord in and to the Leased Parcel at any time during the Term, whether by affirmative act of Landlord or by operation of law.

“Lease” means this instrument, together with any renewals, extensions, exhibits, amendments, or modifications thereof executed by Landlord and Tenant.

“Leased Parcel” shall have the meaning ascribed to it in the Recitals.

“Permitted Use” shall mean the outdoor beer garden and bocce court area and all improvements and other work thereon, performed by the Tenant, at its cost, or a contractor retained by the Tenant.

“Tenant” means **Berlinetta Brewing Company LLC**.

ARTICLE 2

GRANT OF LEASE

Section 2.1. Grant of Lease. Landlord hereby leases to Tenant, and Tenant hereby rents and takes from Landlord, the Leased Parcel. This Lease is subject to and contingent upon Tenant’s receipt of any and all necessary permits, approvals and authorizations from City and State officials regarding the operation of the Permitted Use at the Leased Parcel. Any lapse, cancellation or termination of said approvals, or of the conditions of lease set forth in this section, shall be grounds for Landlord’s immediate termination of the Lease.

Section 2.1.A. Service of Alcohol on Leased Parcel. Tenant covenants and agrees that any alcoholic beverage served at the Leased Parcel shall be transported across the public highway (Golden Hill Street, or any other public highway) only in closed containers and only by Tenants' employees and only after Tenant's application for extension of its liquor license to the Leased Parcel has been granted. Patrons shall not be permitted to carry alcoholic beverages to or from Tenant's physical location to the Leased Premises under any circumstances. Tenant acknowledges and agrees that pursuant to Section 5.08.303 of the Bridgeport Municipal Code possession and consumption of alcoholic liquor on public highways is prohibited. Any violation of this this covenant of the Lease shall be grounds for immediate termination by Landlord.

Section 2.1.B. Warning to Patrons. Tenant expressly agrees that it shall fully disclose to and warn invitees and the public in general that walking across the public highway between its retail establishment and the Leased Premises may pose a danger and shall conspicuously post signs in multiple locations containing such warning. **In addition, Tenant shall locate and maintain the sole access to and egress from the Leased Parcel directly in front of the existing cross walk as a further safety enhancement.** Tenant shall instruct patrons to use the pedestrian crosswalk for access to and from the Tenant's physical location to the Leased Parcel.

Section 2.2. "AS IS" Lease.

(a) EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LANDLORD MAKES NO REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER TO TENANT, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES REGARDING THE ENVIRONMENTAL CONDITION AND/OR PHYSICAL CONDITION OF THE LEASED PARCEL AND/OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. Further, Tenant acknowledges that Tenant has had an opportunity to independently and personally inspect the Leased Parcel and perform any tests and/or studies desired by Tenant in connection therewith, and Tenant acknowledges that it shall rely solely upon the results of Tenant's own evaluations rather than any information that may have been provided by Landlord to Tenant, including without limitation, environmental reports or materials provided by the former owner of a portion of the Leased Parcel.

(b) Tenant agrees that, during the course of its use of the Leased Parcel, it shall obtain written approval from the Landlord, which approval shall not be unreasonably withheld, prior to making any and all Improvements to the Leased Parcel. To the extent required by law Tenant shall obtain all necessary permits and certificates of occupancy for any work performed. Tenant shall not undertake any environmental investigation or otherwise disturb the soils on the Leased Parcel without prior written notice the Landlord, and without having received the written consent of the Landlord to undertake the proposed activities.

(c) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, liens, damages, penalties, fines, costs, liabilities,

expenses, or losses as a result of Tenant's: (i) breach of any of the covenants contained in this Agreement, and/or (ii) release or threatened release of hazardous substances or hazardous waste on, under, in, or from the Leased Parcel during the Term, or the exacerbation of existing environmental conditions on the Leased Parcel caused by Tenant or its contractors, consultants, agents, successors, assigns and invitees, and/or (iii) third party claims for bodily injury or property damage for which Tenant is alleged to be responsible resulting from the environmental conditions on the Leased Parcel, (iv) third party claims for bodily injury or property damage alleged to arise out of Tenant's service of alcohol, and/or (iv) failure to comport with any and all state and local reporting requirements regarding the Leased Parcel, if any.

(d) The rights and obligations of the parties in this Section 2.2 shall survive the termination of this Lease, and shall be incorporated into the terms of the deed delivered by the Landlord to the Tenant hereunder.

Section 2.3. Leased Parcel: Permitted Encumbrances. The Leased Parcel is leased together with the appurtenances, if any, and all the estate and rights of Landlord in and to the Leased Parcel, subject, however, to such agreements, liens, encumbrances, taxes, governmental regulations, and other matters set forth in **Exhibit 3** attached hereto and made a part hereof.

ARTICLE 3

TERM, TERMINATION and POSSESSION

Section 3.1. Term. The term of this Lease (the "Term") shall be for a period of one (1) year, or until such time as the Lease is earlier terminated, whichever first occurs, the Term commencing as of the date that a fully executed original of this Lease is delivered to the Tenant (the "**Commencement Date**") and the full annual Rent is paid over. Provided Tenant is not otherwise in default of any of the terms of this Lease, upon sixty (60) days advance written notice by Tenant to Landlord, Tenant may request to extend the term for a period of one year ("Extended Term") which request Landlord may accept or reject at its sole discretion. During the term(s) of this Lease the Tenant shall have exclusive use, control and full access to the Leased Parcel.

Section 3.2. Termination. Upon the occurrence of a Default (defined below) that continues beyond the expiration of any grace or cure period provided for herein, the leasehold estate granted to Tenant herein shall terminate, except for those provisions that are specifically stated to survive expiration of the Term or the earlier termination of this Lease.

Section 3.3. Tenant's Possession of Premises. Possession of the Premises will be tendered to Tenant on full execution of the Lease by all parties and delivery to Landlord of full amount of the annual rent.

ARTICLE 4

RENT

Section 4.1. Rent. The annual rent for each year during the Term, or any Extended Term, shall be the sum of One Dollar (\$1.00), payable at the inception of the Term and at the inception of the Extended Term, if any

Section 4.2. Security Deposit. There shall be no security deposit due from Lessee.

Section 4.3. Utilities. At the time of Lease execution the Leased Parcel is not served by utilities. Should the Lessee request that utilities be installed to serve the Leased Parcel and should Landlord, at its option, approve same, then Lessee shall pay for all costs incurred with such installation and service. Tenant acknowledges that Landlord has not made any representations or warranties as to the suitability of the Leased Parcel for the Permitted Use.

ARTICLE 5

TITLE

Section 5.1. Title to Leased Parcel. Fee title to the Leased Parcel shall continue to vest in Landlord, its successors, and assigns at all times during the Term and any Extended Term, subject to the leasehold interest and any additional rights expressly and specifically granted in this Lease to Tenant.

ARTICLE 6

USE AND MAINTENANCE OF LEASED PARCEL

Section 6.1. Permitted Use. Tenant shall use the Leased Parcel only for the Permitted Use and any other use or uses, whether permitted by local zoning regulations or not, shall require notice to and the receipt of the Landlord's prior written consent, which may be withheld in the exercise of its commercial business judgment.

Section 6.2. Maintenance and Alterations. Tenant shall obtain written approval from the Landlord, which approval shall not be unreasonably withheld, prior to making any and all repairs and/or alterations to the Leased Parcel. Notwithstanding the foregoing, throughout the Term, Tenant shall be solely responsible for upkeep and maintenance of the Leased Parcel making any and all necessary ordinary improvements thereto, or replacements thereof. The provisions of this Section 6.2 shall survive the expiration of the Term or earlier termination of this Lease.

Section 6.3 Rubbish. The Lessee agrees to dispose of all trash and rubbish in the appropriate, designated containers and to keep all rubbish in closed containers and shall bear the cost of regular removal of the trash from said containers.

Section 6.4. Compliance with Laws. Tenant shall comply with all federal, state, and local laws applicable to the Leased Parcel and the use thereof, and shall not use or allow the Leased Parcel to be used for any unlawful purpose or purpose that may make void or voidable any insurance then in force with respect thereto, or violate any of the terms and conditions of this Lease.

ARTICLE 7

QUIET ENJOYMENT

Section 7.1. Right to Quiet Enjoyment. In consideration of the lease of the Leased Parcel and Tenant's full and timely payment of all sums that may become due hereunder and Tenant's full, timely and diligent performance of all terms and conditions of this Lease, Tenant shall quietly hold, occupy, and enjoy the Leased Parcel during the Term of this Lease without hindrance by any party claiming by, through, or under Landlord, subject, however, to the terms and conditions of this Lease.

ARTICLE 8

RELATIONSHIP OF THE PARTIES

Section 8.1. No Partnership, Joint Venture, Etc. Nothing in this Lease shall create or be construed to create a partnership between Tenant and Landlord, or make them joint venturers, or bind or make Landlord in any way liable or responsible for any debts, obligations, liabilities, or losses of Tenant.

ARTICLE 9

TENANT INDEMNIFICATION AND INSURANCE

Section 9.1. Indemnification. (a) Tenant shall defend, hold harmless, and indemnify Landlord against any and all claims, causes of action, damages, judgments, liability costs, expenses and penalties in connection with loss of life, personal injury, and destruction or damage to property arising from or out of any occurrence in, at, or about the Leased Parcel, or the occupancy or use by Tenant of the Leased Parcel, or any part thereof, or occasioned wholly or in part by any act, omission or negligence of Tenant, Tenant's sublessees, agents, contractors, employees, servants, licensees, or others under its direction or control, including claims made by third parties arising out of Tenant's use of the Leased Parcel. This indemnification expressly extends to and includes indemnification by Tenant of Landlord for any claims and/or lawsuits which arise out of or are alleged to arise out of Tenants' and Tenant's patrons use of the streets and sidewalks which separate Tenant's physical location from the Leased Parcel.

(b) In addition, Tenant covenants and agrees that it shall defend and indemnify Landlord and hold it harmless from and against any claims, judgments, liens, damages, penalties, fines, costs, liabilities, losses, or other expense incurred or paid by Landlord arising out of: (i) Tenant's failure to perform and comply with any of its covenants, representations, agreements, and obligations arising under this Agreement, or (ii) the material inaccuracy of any representations, warranty, covenant, or agreement made by Tenant to Landlord or any other governmental agency, commission, board, or other entity related to the Leased Parcel or pursuant to the terms of this Agreement.

(c) Within thirty (30) days after an event giving rise to a claim for indemnification of Landlord by Tenant becomes known to Landlord, it shall promptly notify Tenant in writing of its claim for indemnification hereunder. Such notice shall contain a brief written description of the facts relating to the alleged claim, suit, proceeding, or loss, and copies of all relevant documents, pleadings, or other instruments relating thereto.

Section 9.2. **Insurance requirements:** The following insurance coverage identified below is required of the Tenant, and the Tenant shall list Landlord as a named insured with 30-day notice of cancellation. Tenant's insurance shall be primary and Tenant shall not seek contribution from Landlord or from any other insurance carried by Landlord in the payment of any claim. The Tenant shall procure, present to the Landlord, and maintain in effect for the Term, without interruption, the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut, and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the Landlord. **No liability insurance policy obtained by Tenant and required by this Lease shall include a self-insured retention (SIR) in any amount.**

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging death, bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Lease Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations, broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate and \$300,000 property damage and Umbrella Policy with minimum limits of \$2,000,000.

Liquor Liability/Dram Shop Insurance. Coverage shall have limitations of a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate for all damages arising out of injury to persons or property allegedly caused by an intoxicated person served liquor by Tenant.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with the business. Coverage shall have limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

General requirements. All policies shall include the following provisions:

General provisions—No policy shall have a deductible of more than \$25,000.00 without the prior consent of Landlord. Each policy shall provide that it shall not be invalidated as to Landlord by reason of any act or omission by Tenant or if Tenant has made any misrepresentations in its application for said insurance. All policies shall be written as primary and not contributing with or in excess of the coverage which Landlord may carry. All policies of insurance required pursuant to this Article 9 shall be issued by insurers licensed to do business in the State of Connecticut.

Cancellation notice—The Landlord shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal, or reduction in coverage to be given to the Landlord at: **Office of Planning and Economic Development, City of Bridgeport, City Hall, 999 Broad Street, Bridgeport, Connecticut 06604.**

Certificates of Insurance and Endorsement—All policies must be evidenced by an **original certificate of insurance and policy endorsement** delivered to the Landlord and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the Landlord prior to Tenant's entry upon the Leased Parcel and prior to any work or other activity.

Named Insured—The Tenant shall list the Landlord, its elected officials, officers, department heads, employees, and agents on all policies of primary and excess insurance coverages as a **named insured** and as loss payee with respect to any damage to property of the Landlord, as its interest may appear. The undersigned shall submit to the Landlord, prior to Tenant's entry upon the Leased Parcel and upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, **evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut, and providing the policy endorsements** listing the Landlord its elected officials, officers, department heads, employees, and agents as a named insured in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Purchasing Agent 45 Lyon Terrace Bridgeport, Connecticut 06604"

Section 9.3. Waiver of Subrogation. Tenant and its insurer(s) hereby grant to Landlord a waiver of any right to subrogation which Tenant may acquire against the Landlord by virtue of the payment of any loss by Tenant under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Tenant has received such endorsement from the insurer.

Section 9.4. Tenant Responsible. Landlord shall not be liable for any theft or damage to the Leased Parcel, nor for any damage caused by any persons in or about the Leased Parcel, or caused during construction of any private, public, or quasi-public work. All property of Tenant at or about the Leased Parcel shall be installed, used, or enjoyed at the risk of Tenant only, and Tenant shall defend, indemnify, and hold Landlord harmless from any and all claims and/or causes of action pertaining to, or arising out of, damage to the same, including, but not limited to, subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the sole, proximate negligence of Landlord.

Section 9.5. No Abatement of Rent. Tenant shall not be entitled to any abatement of Rent, nor shall its obligations under this Lease be terminated during the Term hereof, notwithstanding any destruction or damage to the Leased Parcel by any cause whatsoever.

ARTICLE 10

CONDEMNATION

Section 10.1. Taking. If, during the Term or any extended Term all or any substantial part of the Leased Parcel is taken by eminent domain, nothing in the Lease shall preclude Tenant from claiming and collecting an award for any of its trade fixtures, loss of business and/or relocation costs; Landlord shall be entitled to receive the portion of the award that represents compensation for the value of Landlord's fee simple interest in the Leased Parcel together with the value of improvements thereon as well as costs and any interest awarded in the proceeding.

Section 10.2. Resolution of Taking Disputes. Subject to the provisions of Section 12.1(c), in the event that there be any controversy as to whether the remainder of the Leased Parcel is suitable for the purposes for which the Project was designed, or if there be any controversy under this Article as to whether there has been a taking of materially all of the Leased Parcel, the controversy shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

ARTICLE 11

DEFAULT BY TENANT

Section 11.1. Landlord's Rights Upon Tenant's Default. In the event Tenant defaults in any obligation under this Lease, including but not limited to the obligation to maintain all appropriate insurance coverage and the full and timely payment of any or all sums whatsoever payable by Tenant under this Lease, Landlord shall be entitled to terminate this Lease and Tenant's occupancy by written notice to that effect sent to Tenant, and the term of this Lease shall expire and come to an end on the date said notice is issued (or on the expiration of the shortest notice period otherwise required by applicable governmental authority and notwithstanding any written agreement of the parties to the contrary). In the event of default Landlord shall be entitled to take, hold, and use all of the Leased Parcel for its own account and Tenant shall forthwith pay to Landlord any and all costs, expenses, fees and losses incurred by Landlord in recovering the Leased Parcel.

Section 11.2. Landlord's Remedies Cumulative. The remedies set forth in this Lease are cumulative and not exclusive, and are in addition to, and not in substitution for, any remedies available at law or equity, including Landlord's right to seek and obtain injunctive relief.

ARTICLE 12

SURRENDER

Section 12.1. Tenant's Duty to Surrender. On the expiration or earlier termination of this Lease or any extension thereof, Tenant shall deliver the Leased Parcel to Landlord, in order and good state of repair. If the Tenant refuses or fails to vacate the Subject Property upon receipt of a Notice of Termination, at the expiration of the Term, or at the end of the Extended Term, the Lessor reserves the right to evict the Tenant and Tenant agrees that it shall indemnify and hold harmless the Lessor from and against any and all loss, claim, damage or expense resulting from the Lessee's holding over.

ARTICLE 13

NO LANDLORD LIABILITY

Section 13.1. No Landlord Liability. Landlord shall not be liable for any loss or damage to the Leased Parcel or to any property of Tenant, or any other person thereon, anything in this Lease to the contrary notwithstanding. Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if the same shall be due to a strike, lock-out, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemic,

governmental regulations or controls, inability to obtain any material or service, or though acts of God.

ARTICLE 14

RIGHT OF ENTRY

Section 14.1. Landlord's Right of Entry. Landlord expressly reserves and shall have the right by its agents and servants to enter into and upon the Leased Parcel during normal business hours for the purpose of inspecting same.

ARTICLE 15

ASSIGNMENT

Section 15.1. No Assignment. The Tenant shall not sublet the Leased Parcel or any portion thereof, nor shall it assign its rights under this agreement to any other party.

ARTICLE 16

NOTICES

Section 16.1. Form and Manner of Notice. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications, or documents required or desired to be given, delivered, or served, or which may be given, delivered, or served under, or by the terms and provisions of this Lease, pursuant to law or otherwise, shall be in writing, and shall be deemed to have been duly given, delivered, or served, if and when either personally delivered, or two (2) days after mailing by certified mail, return receipt requested, postage prepaid, addressed if to the other party, at the respective addresses of each indicated below or to such other address as a party may from time to time designate by written notice to the other party:

(a) To Landlord: City of Bridgeport
Office of Planning and Economic Development
999 Broad Street
Bridgeport, CT 06604

With copy to: Office of City Attorney
999 Broad Street
Bridgeport, CT 06604

(b) To Tenant: Berlinetta Brewing Company LLC
1184 Main Street
Bridgeport, CT 06604

With copy to: _____

ARTICLE 17

WAIVER

Section 17.1. Waiver Effective Only If In Writing. No waiver by either party to this Lease of any condition or term of this Lease shall be effective unless it is in writing and signed by the waiving party, nor shall any such waiver constitute a further waiver by such party of the same or any other condition or term hereunder.

ARTICLE 18

ENTIRE AGREEMENT: NO ORAL MODIFICATION

Section 18.1. All Prior Understandings and Writings Merged. All prior understandings and agreements between the parties are merged into this Lease, which alone fully and completely sets forth the understanding of the parties, and this Lease may not be changed orally or in any manner, other than by an agreement in writing and signed by the party against whom enforcement of the change or termination is sought.

ARTICLE 19

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

Section 19.1. Covenants Binding on Heirs, Successors, and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors, and assigns, and Tenant, its permitted successors, and assigns, except as may be otherwise provided herein.

ARTICLE 20

CONSTRUCTION OF LEASE

Section 20.1. Connecticut Law Applies. This Lease shall be governed and construed in accordance with the laws of the State of Connecticut.

ARTICLE 21

DISPUTE RESOLUTION

Section 21.1. Disputes. All disputes shall be resolved by a court having jurisdiction over the parties located in Fairfield County, Connecticut and Tenant expressly consents to the jurisdiction of such court.

ARTICLE 22

COUNTERPARTS AND ELECTRONIC SIGNATURES

Section 22.1. Counterparts. This Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original.

Section 22.2 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

ARTICLE 23

NON-DISCRIMINATION

Section 23.1 Non-Discrimination. Tenant shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease or rental, or in the use or occupancy of the Leased Parcel or any improvements to be erected thereon, and shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the Leased Parcel or any part thereof is restricted on the basis of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease, or occupancy thereof. Tenant shall comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religious creed, age, sexual orientation, marital status, national origin, sex, mental retardation, or physical disability, including, but not limited to, blindness, in the sale, lease, or occupancy of the Leased Parcel.

ARTICLE 24

RESTRICTIONS AND EASEMENTS

Section 24.1. Restrictions.

(a) Tenant shall not sell, lease, or otherwise convey any interest in, or permit use or occupancy of, the Leased Parcel.

(b) The City retains the right of access to the Leased Parcel for purposes of conducting tests, monitoring and the like, none of which may be disturbed or moved or covered over, without the Landlord's express prior written consent.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the year and date first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

CITY OF BRIDGEPORT

Witness

By: _____

Witness

TENANT:
**BERLINETTA BREWING COMPANY
LLC**

Witness

By: _____
Name: _____
Title: Member
Duly-authorized

Witness

DRAFT

EXHIBIT 1

IDENTIFICATION OF LEASED PARCEL

DRAFT

EXHIBIT 2

COUNCIL RESOLUTION

DRAFT

EXHIBIT 3

PERMITTED ENCUMBRANCES

1. All matters of record in the Bridgeport Land Records

DRAFT



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. #117-21 Ref'd to ECD&E Committee on 09/06/2022

August 31, 2022

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

RE: Resolution –State of Connecticut Department of Energy and Environmental Protection – Urban Act Grant- Ellsworth Field Improvements

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Energy and Environmental Protection – Urban Act Grant- Ellsworth Field Improvements** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7134 or Isolina.DeJesus@bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office

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22 AUG 31 PM 4: 32
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Energy and Environmental Protection – Urban Act Grant- Ellsworth Field Improvements

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The CT Bond Commission approved \$250K at the May 26th Bond Commission meeting and \$200K on July 29th meeting for the purpose of making improvements to the little league fields located at Ellsworth Park. This was a request made by State Representative Stephen Stafstrom in partnership with the Black Rock Little League. These enhancements shall include, but are not limited to, reconstruction of the infields with drainage, renovation of the dugouts, and the removal/replacement of fencing along the fields.

CONTRACT PERIOD: TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 450,000
City:	\$ 0
Other:	\$ 0

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

MATCH REQUIRED- N/A		
	CASH	IN-KIND
Source:		
Legal:	\$ 0	\$ 0
Construction:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

**Regarding the
State of Connecticut Department of Energy and Environmental Protection
Urban Act Grant- Ellsworth Field Improvements**

WHEREAS, this funding has been made possible through the **State of Connecticut Bond Commission** approval on May 26th and July 29th of 2022; and

WHEREAS, the City will enter into agreement for the purposes of this project with the **State of Connecticut Department of Energy and Environmental Protection**; and

WHEREAS, the purpose of the grant program is to provide funding for the refurbishment of the little league fields located at Ellsworth Park;

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 the little league fields.

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 Act 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 **State of Connecticut Department of Economic and Community Development- Urban Act Grant- Ellsworth Field Improvements** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



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. #118-21 Ref'd to ECD&E Committee on 09/06/2022

August 31, 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 – CT Communities Challenge (#23205, #23441, and #23891)

Attached, please find a Grant Summary and Resolution for the **Department of Economic and Community Development – CT Communities Challenge (#23205, #23441, and #23891)** the **Committee on Economic and Community Development and Environment** of the City Council.

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

RECEIVED
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22 AUG 31 PM 4:32
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: CT Department of Economic and Community Development – CT Communities Challenge (#23205, #23441, and #23891)

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 \$17,367,960 through the CT Communities Challenge to fund three economic development projects, including remediation and development and capital gap financing at the former A.G.I. Rubber Company site, capital gap financing to complete the Civic Block Project, and capital gap financing for the Davidson Fabrics Building Restoration and Main & Middle Mixed-use Development.

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. The City will use \$7M in funding to spearhead environmental cleanup at this site, as well as to raise the site's elevation, create resilient waterfront infrastructure, and construct a public-access promenade. Another \$3.3M will provide gap financing for affordable housing units at the site. The City will provide a \$1M match with capital funding for sitework and a \$1M HOME funds match for the gap-financing.

With respect to the Civic Block, \$4.4M in funding will fill a capital gap needed for the completion of the fit-out of the grocery and for the site work, as well as provide funding for public streetscape and the burying of utilities. The City will provide a \$600,000 match with capital funding.

The Downtown North project will restore the Davidson Building at a cost of \$6.3M and complement it with a \$31M mixed-use, mixed-income new construction project. The \$2,617,960 (\$339,771 for Davidson, and \$2,278,289 for the new construction) in funding that we seek will fill a capital gap in the financing of the project that will allow to attract the expected 60% of cost in conventional debt (as opposed to the 65% and 67% modeled). The City will provide a \$1M match with HOME funding of the capital stack.

CONTRACT PERIOD: tbd

TOTAL REQUEST: \$112,305,456

Downtown North – \$2,617,960

Remediation and development at the former A.G.I. Rubber Company site - \$10,300,000

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

BUDGET - Downtown North – Davidson and Main & Middle

FUNDING SOURCES (include matching funds):	
Federal:	\$ 1,000,000 (HOME of \$1MM)
State:	\$ 2,617,960
City:	\$ (see HOME above)
Private funds:	\$ 33,682,040

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$
Remediation:	
Gap Funding	\$2,617,960

MATCH REQUIRED		
	CASH	IN-KIND
Site Work:	\$	\$
Gap Funding (HOME)	\$ 1,000,000 (Federal)	\$ 0

BUDGET – A.G.I. Remediation & Development

FUNDING SOURCES (include matching funds):	
Federal:	\$ 1,200,000 (EPA of \$200K and HOME of \$1MM)
State:	\$ 10,300,000
City:	\$ 1,000,000
Private funds:	\$ 55,786,000

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 5,500,000
Remediation:	\$ 1,500,000
Gap Funding	\$3,300,000

MATCH REQUIRED		
	CASH	IN-KIND
Site Work:	\$ 1,000,000 (Municipal funds)	\$
Gap Funding (HOME)	\$ 1,000,000 (Federal)	\$ 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)	\$
City Capital Site Work	\$ 600,000	\$
Planning:	\$ 200,000 (State DECD Grant)	\$

A Resolution by the Bridgeport City Council

Regarding the

**CT Department of Economic and Community Development
CT Communities Challenge
(#23205, #23441, and #23891)**

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 **CT Communities Challenge**; and

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

**Downtown North – \$2,617,960
Remediation and development at the former A.G.I. Rubber Company site - \$10,300,000
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 – CT Communities Challenge** 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 **CT Communities Challenge**; 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# *104-21 Consent Calendar

Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) – Port Security Grant Program.



**Report
of
Committee
On**

Public Safety and Transportation

City Council Meeting Date: September 6, 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 SEP 20 PM 2: 31
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. *104-21 Consent Calendar

A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
Port Security Grant Program

WHEREAS, the Department of Homeland Security Federal Emergency Management Agency is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program; and

WHEREAS, funds under this grant will be used to support the support the security of the Port of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to FEMA to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport; and

WHEREAS, funding from the Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program will be used to fund the following projects:

- Virtual Shield Protect our Port Camera Deployment
- Virtual Shield Protect Our Port CIKR Laser Imagery Modeling
- BPD ShotSpotter Technology
- BFD Boat Crew Member Certification Training

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 Department of Homeland Security Federal Emergency Management Agency for the purpose of its Port Security Grant Program.



City of Bridgeport, Connecticut

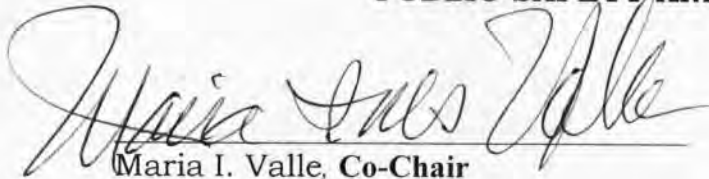
Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *104-21 Consent Calendar

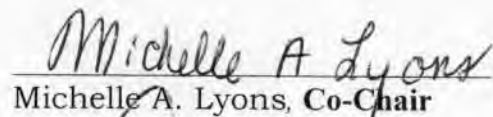
-2-

2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Central Grants Director, to execute and file such application with Department of Homeland Security Federal Emergency Management Agency and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION



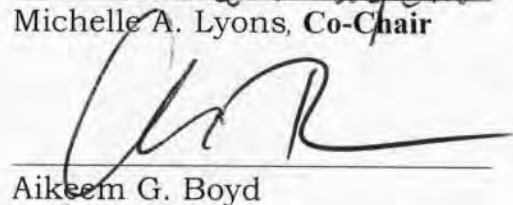
Maria I. Valle, Co-Chair



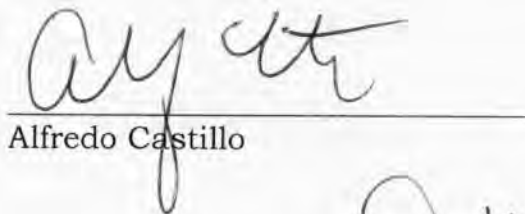
Michelle A. Lyons, Co-Chair



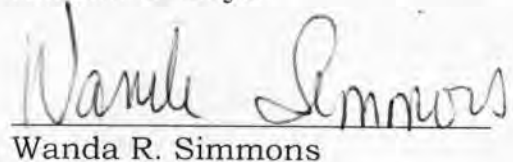
Jorge Cruz



Aikeem G. Boyd



Alfredo Castillo



Wanda R. Simmons



AmyMarie Wizzo-Paniccia

Item # ***99-21 Consent Calendar**

Grant Submission: State of Connecticut Department of Economic and Community Development Grant-In-Aid-Beardsley Zoo Improvements.



Report
of
Committee
On

CEA and Environment

City Council Meeting Date: September 6, 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 Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *99-21 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Economic and Community Development
Grant- In- Aid- Beardsley Zoo Improvements**

WHEREAS, the **State of Connecticut 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 **State of Connecticut Bond Commission**; and

WHEREAS, the purpose of the grant program is to provide grant-in-aid for the Beardsley Zoo for improvements and renovations to the Tiger Exhibit, greenhouse, gardens and guest services; 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 Economic and Community Development** to build a new tiger exhibit and upgrade, restore and enhance the greenhouse, gardens and guest services.

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 Economic and Community Development** for the purpose of its **Grant-in-Aid**; 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 **State of Connecticut Department of Economic and Community Development- Grant-In-Aide- Beardsley Zoo Improvements** 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. *99-21 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 # *106-21 Consent Calendar

State Lobbyist Services Agreement with the Reynolds Strategy Group, LLC.



Report
of
Committee
on
Contracts

City Council Meeting Date: September 6, 2022

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please note, the Mayor did not sign Report.

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City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

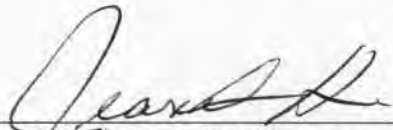
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

Item No. *106-21 Consent Calendar

NOW THEREFORE BE IT RESOLVED that:

1. The Mayor is authorized and empowered to execute on behalf of the City the proposed State Lobbyist Services Agreement with Reynolds Strategy Group, LLC for the term covering Fiscal Years "23" and "24".
2. Further, the Mayor is authorized and empowered to execute the one (1) year extension of the prior lobbying services agreement for FY "22" and the Finance Director is authorized and empowered to pay to the Reynolds Strategy Group, LLC for services rendered the \$45,000 that the City Council budgeted for FY "22".

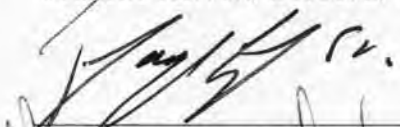
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



Jeanette Herron, D-133rd, Co-chair



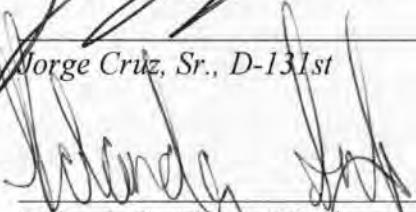
Matthew McCarthy, D-130th, Co-chair



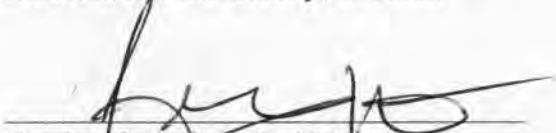
Jorge Cruz, Sr., D-131st



Rosalina Roman-Christy, D-135th



Rolanda Smith, D-132nd



Frederick Hodges, D-136th



Ernest E. Newton II, D-139th

City Council Date: September 6, 2022

STATE LOBBYING SERVICES AGREEMENT

By this Agreement entered into on or about August 2022 between Reynolds Strategy Group, LLC (hereinafter referred to as "Consultant") and the City of Bridgeport (hereinafter referred to as "CITY"), the Parties agree as follows:

Scope of Work

Consultant will provide the following services:

1. Work with CITY officials on a needs assessment to identify priority interests and other areas of concern vis-à-vis the State of Connecticut (State). Review recent grant requests, funding status of projects and hold an in-depth discussion of potential funding opportunities. Develop a set of specific CITY objectives for State legislative sessions, including any reauthorizing legislation and any specific funding mechanisms for current projects.
2. Provide consultation to the CITY on potential funding available from, and contacts with, the State government; particularly but not limited to, the Departments of Economic and Community Development (DECD), Department of Transportation (DOT), Department of Energy and Environmental Protection (DEEP), and Office of Policy and Management (OPM), as well as the Governor's Office and the various State Commissioners, as needed.
3. Develop with the CITY a set of specific State funding targets for projects; and monitor the activities to secure these targets.
4. Advise the CITY on how to work most effectively with the Connecticut Legislature and the staffs of the appropriate legislative committees to secure State appropriations and grants for projects of special interest to the CITY.
5. Assist in briefing the staffs of the State legislative Appropriations Committees and Bond Commission on the merits of appropriations for any funding requests for the CITY.
6. Assist in preparing and scheduling testimony, correspondence and written briefing materials by local officials in support of CITY legislation and requests initiated by the CITY or otherwise likely to impact the CITY's legal, financial, and/or operational interests.
7. Work with officials of the CITY and (upon the CITY's request) of non-profit agencies that apply for funds from the State government in order to have a coordinated listing of all requests and a managed plan to be successful in bringing additional funding to projects that will benefit the CITY.
8. Provide any additional consultation to the CITY on an as-needed basis. The Consultant shall advise, counsel, and represent the CITY in pursuing and opposing legislative initiatives and grant applications and awards at the State level in Hartford, CT and regional offices. The Consultant shall assist the CITY in preparing its State legislative, executive, and administrative agendas and shall strategize with the CITY on an ongoing basis as requested. The Consultant

shall identify topics and areas of need to State legislators serving the CITY, pertinent legislative leaders and committee chairs, and CITY Administrative officials.

The Consultant shall perform ministerial and discretionary functions, such as: prepare letters and verbal and written testimony; arrange and schedule appointments; monitor legislative, executive, and administrative activity; and communicate effectively with the CITY and its elected and appointed officials and their staff, as well as those interest groups identified by the CITY as sharing specific interests with the City, all in furtherance of the CITY's governmental agenda as determined by the City Administration.

Term of Contract

Pursuant to Bridgeport Code of Ordinances, § 3.08.070 – *Purchasing Procedure* at subsection B. *General Provisions* . . . 6. *Contract term*, the term of this contract will be for the two (2) fiscal years 2022-2023 and 2023-2024, provided funding has been appropriated for said purpose.

Cost of Services

The fee will be \$45,000 total annually; payable in four (4) equal installments of \$11,250 each, due quarterly in arrears: on or about September 30th; December 31st; March 31st and June 30th.

Additional charges may be only for pre-approved direct expenses for travel, lodging, and meals.

Miscellaneous Provisions

- A. *Confidentiality*. The Consultant will keep confidential all strategies and policies. Policies will not be presented to anyone in the private sector, government officials or the news media without the CITY'S prior approval.
- B. *Conflicts*. The Consultant will not pursue objectives of other clients that conflict with the CITY objectives. Potential conflicts that arise will be immediately disclosed to the CITY and proper conflict avoidance measures undertaken.
- C. *Governing Law*. This Agreement shall be governed by the laws of the STATE, both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties hereto, by their respective and duly authorized officers have hereunto set their names.

REYNOLDS STRATEGY GROUP, LLC.

CITY OF BRIDGEPORT

By: _____

By: _____

Its Chief Exec. Officer, Duly Authorized

Joseph P. Ganim

Its Mayor, Duly Authorized

Dated: _____

Dated: _____

Item # *109-21 Consent Calendar

Prescription Drug Benefit Administration Agreement between the City of Bridgeport, the Bridgeport Board of Education and OptumRx.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 6, 2022

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please note, the 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 Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:


Item No. *109-21 Consent Calendar

RESOLVED, That the attached Prescription Drug Benefit Administration Agreement between the City of Bridgeport, the Bridgeport Board of Education and OptumRx, Inc. for the term of January 1, 2022 through December 31, 2024, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS




Jeanette Herroh, D-133rd, Co-chair



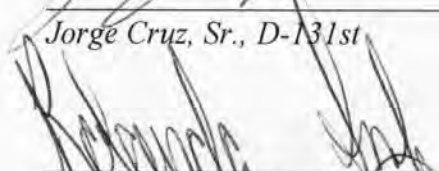
Matthew McCarthy, D-130th, Co-chair



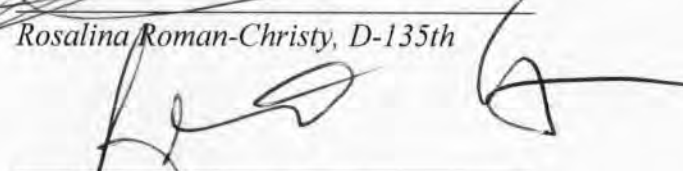
Jorge Cruz, Sr., D-131st



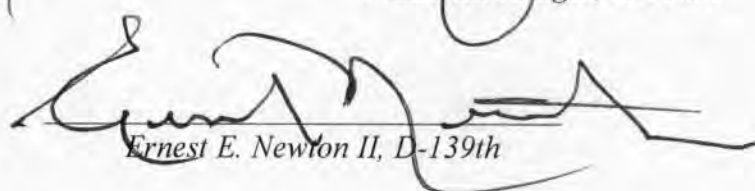
Rosalina Roman-Christy, D-135th



Rolanda Smith, D-132nd



Frederick Hodges, D-136th



Ernest E. Newton II, D-139th

City Council Date: September 6, 2022

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 UMs: 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 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
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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.

Item # *110-21 Consent Calendar

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.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 6, 2022

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

Please note, the Mayor did not sign Report.

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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:

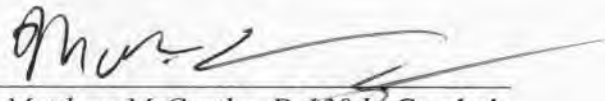
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:


Item No. *110-21 Consent Calendar


RESOLVED, That the attached 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. doing business as Anthem Blue Cross and Blue Shield for the term of January 1, 2022 through December 31, 2024, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

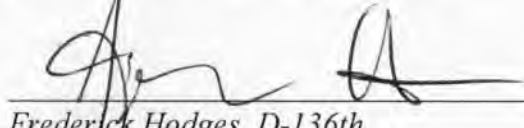

Jeanette Herron, D-133rd, Co-chair

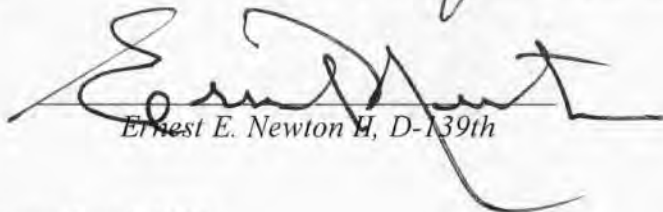

Matthew McCarthy, D-130th, Co-chair


Jorge Cruz, Sr., D-131st


Rosalina Roman-Christy, D-135th


Rolanda Smith, D-132nd


Frederick Hodges, D-136th


Ernest E. Newton II, D-139th

City Council Date: September 6, 2022

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
Bridgeport 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, BVV4PA 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%	

Item# *112-21 Consent Calendar

Approval of an update to the job description of the classification of Tax Assessor pursuant to Civil Service Rule IX, sec 3.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: September 6, 2022

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

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

Item No. *112-21 Consent Calendar

RESOLVED, that the attached job description for the updated job classification for a Tax Assessor pursuant to Civil Service Rule IX , sec 3 be, and hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



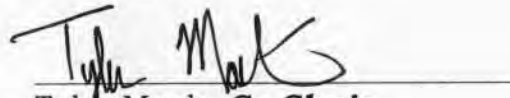
Amy-Marie Vizzo-Paniccia, **Co-Chair**



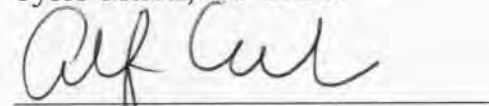
Rolanda Smith



Aikeem G. Boyd




Tyler Mack, **Co-Chair**



Alfredo Castillo



Matthew McCarthy



Samia Suliman

City Council Date: September 6, 2022

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. Soltés

Telesco Secretarial Services

Item# *114-21 Consent Calendar

Approval of a New Job Classification and specifications of the Healthcare Administrator Position pursuant to Municipal Charter Chapter 17 Section 206(d).



Report of Committee on

Miscellaneous Matters

City Council Meeting Date: September 6, 2022

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 SEP 20 PM 2:31 ATTEST 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:

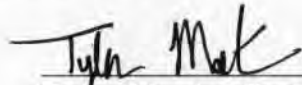
Item No. *114-21 Consent Calendar

RESOLVED, that the attached job description for the new job classification and specification for a Healthcare Administrator position to the pursuant to Municipal Charter Chapter 17. Section 203(d) be, and hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



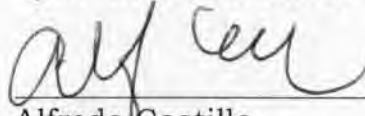
Amy-Marie Vizzo-Paniccia, **Co-Chair**



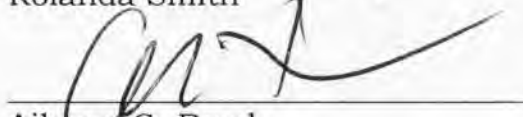
Tyler Mack, **Co-Chair**



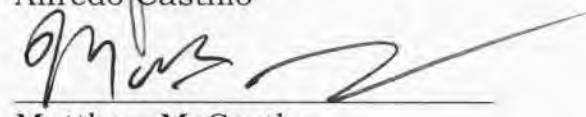
Rolanda Smith



Alfredo Castillo



Aikeem G. Boyd



Matthew McCarthy



Samia Suliman

City Council Date: September 6, 2022

**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.

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

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

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

<u>POLICE</u>	<u>JOB TITLE</u>	<u>EFFECTIVE AUGUST 6, 2022</u>
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

Item #102-21

License Agreement with Creative Outdoor Advertising of America, Inc. for Trash Receptacle Advertising and Maintenance Services.



Report
of
Committee
on
Contracts

City Council Meeting Date: September 6, 2022

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please note, the Mayor did not sign Report.

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
22 SEP 20 PM 2:31



City of Bridgeport, Connecticut Office of the City Clerk

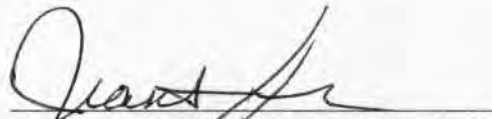
To the City Council of the City of Bridgeport:

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


Item No. 102-21

RESOLVED, That the attached Agreement between the City of Bridgeport and Creative Outdoor Advertising of America, Inc for Trash Receptable Advertising and Maintenance Services, be and it hereby is, in all respects, approved, ratified and confirmed.


**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**



Jeanette Herron, D-133rd, Co-chair




Matthew McCarthy, D-130th, Co-chair



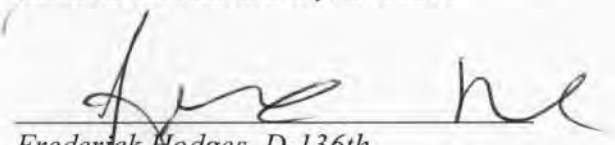
Jorge Cruz, Sr., D-131st



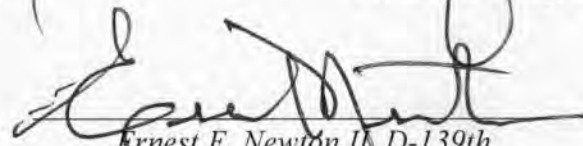
Rosalina Roman-Christy, D-135th



Rolanda Smith, D-132nd



Frederick Hodges, D-136th



Ernest E. Newton II, D-139th

City Council Date: September 6, 2022

THIS LICENSE AGREEMENT MADE THIS ____ DAY OF ____ IN THE YEAR 2022

BETWEEN:

THE CITY of BRIDGEPORT

(Hereinafter called the "CITY")

- And -

CREATIVE OUTDOOR ADVERTISING OF AMERICA INC.

(Hereinafter called "COA")

WHEREAS COA is engaged in providing Street Furniture transit Amenities and related appurtenances at COA's sole cost and expense and selling advertising space thereon for the purpose of advertising goods and services and sharing a portion of such revenues with the City; and

WHEREAS COA has asked The City of BRIDGEPORT for the privilege of placing such Amenities on untraveled portions of public highways at locations and within the jurisdiction of the City.

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,

- 1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within the City right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers
- 1.2. "**Amenities**" means Street Furniture installed by COA, with or without advertising faces, that are modular or individual, that incorporate, or are seating units, recycling units, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers (where agreed upon), advertising faces, a mounting pad for each Amenity, and, for maintenance purposes, a buffer area of three (3) feet surrounding all visible vertical sides of each piece of Street Furniture, except where the 3-

foot buffer encroaches upon a mounting pad or piece of street furniture provided or installed by a 3rd party. The parties agree that the style and design of the Amenities provided are to be approved by the Director of Public Facilities on behalf of the City (the "City Representative").

TERM

- 1.3. The term of this Agreement shall be TEN (10) years commencing on a date set forth in a notice to proceed ("Notice to Proceed") issued by the City (the "Start Date") and ending ten (10) years thereafter, unless earlier terminated as provided herein (the "Term").
- 1.4. The Term shall commence on the date set forth in the Notice to Proceed, which the City shall issue upon the COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement.
- 1.5. Upon expiration of the Term, unless such termination is a result of COA's default, the parties may mutually agree to renew this Agreement for a renewal term of FIVE (5) years (the "Renewal Term") unless either party gives written notice to the other at least ninety (90) days prior to the expiration of the Term of its intent not to renew this Agreement.
- 1.6. In the absence of the City sending a notice of its intention not to renew the Term, COA's services shall extend on the same terms and conditions for an additional twelve (12) months, until such time as this Agreement is terminated or renewed in writing.

INSTALLATIONS & MAINTENANCE

2. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the City Representative.
3. COA shall be solely responsible for obtaining all authorizations and permits before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement.
4. THE City agrees to consider COA's proposed installation of Amenities on untraveled portions of public highways within the City's jurisdiction:
 - 4.1. COA agrees to install Amenities at locations that are agreed upon by COA and approved by the City Representative.
 - 4.2. Both the City Representative and COA may request sites anywhere in the City, but final approval of all sites rests with the City Representative.
 - 4.3. Amenities cannot be placed within the traffic sight triangle or in other areas where prohibited by State statute, City ordinances or other regulations.
5. Amenities must not interfere with the pedestrian right-of-way.

6. COA shall maintain all Amenities in good repair at its sole cost and expense and is solely responsible for ensuring the provision of normal maintenance to those Amenities as follows:
 - 6.1. to keep the grass trimmed,
 - 6.2. to keep the area free of debris,
 - 6.3. to keep the Amenities clean and free of graffiti, and
 - 6.4. to inspect Amenities for damage during regular maintenance and make arrangements for timely repair.

COA shall provide normal maintenance to the Amenities once a month or as often as reasonably required, limited to a maximum of one (1) visit per week. If an Amenity requires more than 2 visits per week, COA may request to remove the Amenity or the City Representative and COA may reach a mutually agreeable alternative solution.

7. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the City property from injury or loss.
8. During its regular removal of snow the City shall use reasonable efforts to avoid depositing snow on or between the Amenity and the travelled portion of a street or on the side where approaching vehicles would view the advertising on the Amenity. COA is NOT responsible for the removal of snow placed on or around the Amenity by THE CITY and/or private plows employed by the City. In addition the City agrees that it is responsible for the sanding and salting of the sidewalks and the area around the Amenities including the pad in accordance with City ordinances and regulations.
9. The City agrees to use reasonable efforts to enforce applicable ordinances with regards to private plows pushing snow onto the Amenity or with regards to the placement of larger volumes of trash or household trash bags on or at the Amenities.
10. COA shall promptly empty, remove and dispose of waste and recyclable material from the Amenities that are waste receptacles.
 - 10.1. The City shall use reasonable efforts to approve and provide at no cost, the necessary licenses or permits for COA to collect waste and recyclable material from the Amenities and to dispose of them as an agent of the City.
 - 10.2. The City shall identify a suitable facility for trash and recycling disposal.
 - 10.3. The City shall be responsible for the tipping fees at the disposal site(s), which shall be documented to the City and which shall be deducted from any monies owed to the City under this Agreement.
11. The parties acknowledge that, in the selection of each location, consideration will be given to the convenience, health and safety of the public. The placement of the Amenities shall be made in such a manner

so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. THE CITY will permit 90 degree installations provided space allows and the placement does not impede sidewalk traffic or otherwise create a danger to citizens.

12. COA shall comply with all requirements of the City with respect to parking and street occupancy, alternate side parking during snow emergencies and other ordinances and regulations during all installation and maintenance of the Amenities.
13. COA will not service the Amenities during special events due to road closures and other unforeseeable reasons and the City shall supplement trash and recycling collection resulting from such special events.
14. Maintenance information going back as far as twelve (12) months from the current date will be available to the City via COA's municipal website portal. COA will provide the City with login credentials to the municipal portal website.

EMERGENCY REPAIR - MAINTENANCE

15. The City may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than forty-eight (48) hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.
16. The City may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the City Representative's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than twenty-four (24) hours after the giving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the City Representative.

REMOVAL AND RELOCATION

17. COA acknowledges and agrees that the City shall have the right to order the removal or relocation of any Amenity installed that presents a risk to health, safety or the environment . COA agrees to remove or relocate any such Amenity within forty-eight (48) hours of THE CITY giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the City Representative. Such removal, relocation and restoration shall be at no expense to the City and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within such 48-hour period or where COA fails to restore the site as required, the City may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the City all costs incurred if performed by a third party or the value of City personnel and equipment used for such removal, relocation or restoration within ten (10) days of written demand. This paragraph shall survive termination.
18. COA shall have the ability to move and relocate the Amenity and relocate it to a location mutually agreed upon by both parties, if the Amenity is subjected to vandalism or otherwise incurs excessive damage. If either

the City or COA determine that any location presents a safety, health or environmental hazard, the parties shall promptly agree upon a new location for that Amenity and COA shall relocate the Amenity within two (2) business days.

18.1. If COA determines that the original location lacks sufficient advertising revenue, COA reserves the right to remove the Amenity and provide reasonable justification to the City for doing so. The City has the option to purchase the Amenity from COA at its then-current physical value without regard to the revenue it generates to keep the existing Amenity in place. Should the Amenity be sponsored at a later date, COA and the City will share an annual revenue payment with the City by mutual agreement.

TRANSIT SHELTER PROXIMITY

19. COA may provide Amenities at sites where advertising transit shelters exist and as to which the City has not previously granted advertising rights on the same terms as for other Amenities and that the City Representative has approved such sites under the same approval criteria as all other sites.

19.1. The City Representative will approve/decline any site requested by COA within thirty (30) days of receiving such request.

OTHER ADVERTISING PRODUCTS

20. The City Representative shall use reasonable efforts to avoid allowing the placement of any other advertising products of third parties within the jurisdiction of the City generally understood to be a transit stop, which interferes with the visibility or effectiveness of an Amenity.

REVENUE, ACCOUNTING & AUDIT

21. COA shall pay to the City for the Term of this Agreement, eight (8.0) % of net advertising revenues ("Advertising Revenues") for each Amenity that displays advertising ("Advertising Amenity") ("City Payment"). "Net Advertising Revenues" shall mean total revenue by COA on account of any media placed or displayed on an Advertising Amenity during the Term less:

- Posting Fees - \$180/year
- Design Fees - \$180/year
- Printing Fees - \$240/year
- Sales/Agency Commissions at 15%

22. COA shall make City Payments for each Advertising commencing in the month immediately following the month in which a Notice to Proceed is given and such City Payments shall be made every ninety (90) days for the revenues accumulated prior to such payment, including payments for partial months at the beginning and end of the Term.

23. By April 30 of each year during the Term, COA shall provide the City with financial statements satisfactory to the City Representative showing the revenues received or receivable for all Advertising Amenities for the

previous calendar year.

24. The City's Finance Director shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to COA's activities including the Advertising Revenues associated with Advertising Amenities and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by the City except if the City finds a variance of five (5.0%) percent or more in the Advertising Revenues due to the City or other costs that COA has billed to the City or deducted from City Payments. This paragraph shall survive termination.

EXCLUSIVITY

25. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term.

REGULATION OF ADVERTISING COPY/STANDARDS

26. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and are appropriate for the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the United States Constitution, the State of Connecticut Constitution, the Charter or Ordinances of the City of Bridgeport, or under applicable federal or state law, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines **[identify the publisher, date of publication, etc.]** including but not limited to the American Code of Advertising Standards **[identify the publisher, date of publication, etc.]**. Advertisements shall not convey the following in the City's exercise of its commercial business judgment, reasonably exercised:

- 26.1. contain inaccurate or deceptive claims or statements;
- 26.2. present products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age;
- 26.3. present demeaning or derogatory portrayals of individuals or groups;
- 26.4. take a stand on controversial societal issues;
- 26.5. exploit violence or sexuality;
- 26.6. promote tobacco or tobacco-related products;
- 26.7. interfere with the operation of equipment of the provision of programs and services;
- 26.8. present political statements or statements generally ascribed to or promoted by a particular political party or political interest group; and
- 26.9. violate or conflict with any existing City policies or any new policies which may be adopted.

27. COA shall remove any advertising that is deemed by the City Representative in his or her sole discretion not to comply with the provisions herein or is otherwise objectionable within twenty-four (24) hours after the City gives notice to COA, failing which the City may remove or block out such a panel at the sole expense of COA without fault.

PROVISION OF PROMOTION AMENITIES & TERMS

28. COA agrees to make accessible to the City (upon thirty (30) days' prior written notice), ten (10.0%) percent of the unsold, available advertising space on Advertising Amenities under this Agreement during any month for the City's use (or their agencies) free of charge for public service messages, destination advertising and for other municipal purposes ("City Advertising"). The City will be responsible for the cost of designing, producing and supplying such City Advertising. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install City Advertising on the fifteenth (15th) day of the month following the date of receipt of a final copy of the City Advertising. COA will install all CITY promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month.

OWNERSHIP

29. COA shall provide Amenities (where space requirements permit), and retain the full ownership thereof. COA shall be solely responsible for the maintenance and repair of the Amenities.
30. The Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense as required by this Agreement.

TERMINATION FOR JUST-CAUSE/REMEDY

31. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the City Representative may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the City Representative within thirty (30) days of the notice being given, terminate this Agreement by giving 90-days' written notice to COA and, thereupon, this Agreement shall be deemed to be terminated on the day specified in the notice and thereafter the parties shall have no further obligations to one another except for those provisions of this Agreement that are specifically stated to survive termination. Upon such notice having been given, COA shall forthwith at COA's entire expense remove all Amenities.
32. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, the City may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to the City all reasonable costs incurred by the City for such removal and restoration using third parties or the value of City employees and equipment used, which amount shall be due within ten (10) days of written

demand. This paragraph shall survive termination.

33. COA may terminate this Agreement for convenience at any time and for any reason or no reason. COA shall give the City a minimum sixty (60) days' prior written notice in advance of the date of termination for convenience. The Agreement shall terminate and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement except for those paragraphs that survive termination.

NOTICE

34. The parties hereto further agree that all notices, demands and requests in writing may be sent by certified or registered mail or by overnight delivery service to:

To: CITY of BRIDGEPORT
Name / Title: Director, Department of Public Facilities
Address: City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604
With a copy to:
City Attorney at the above address

COA: Creative Outdoor Advertising
Municipal Relations
8875 Hidden River Parkway, Suite 300
Tampa, FL 33637
Email: Municipal@CreativeOutdoor.com

35. Service by mail shall be deemed effective the 3rd day after mailing and service by overnight delivery shall be deemed upon receipt. Each party shall ensure that the other party is notified in writing immediately of any changes in the address for notice information above.

ACTS OF GOD

36. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence. The party claiming delay shall give written notice to the other party stating the reasons for delay and documents supporting such request and the parties shall mutually agree to the need for any changes to this Agreement, including any extension of the Term or any renewal term.

INSOLVENCY

37. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, the City without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in this Agreement shall be waived.

ASSIGNMENT

38. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of the City which not be unreasonably withheld in the exercise of its commercial business judgment.

INDEMNITY

39. Notwithstanding anything else contained in this agreement and except as provided expressly below in this paragraph, COA will not be liable or obligated to the City for any indirect, incidental, special or consequential damages. This paragraph shall survive termination.
40. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and agrees to hold harmless, indemnify and defend the City from and against all such damages and claims for damage; and in case COA's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of this Agreement, the City may, thirty (30) days after having given notice in writing of such failure, neglect or omission, take such steps, procure such material, items, trucks and workers and so such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs paid to third parties or the value of City employees and equipment used to accomplish the same, which charges shall be paid by COA within ten (10) days of written demand and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to the City. This paragraph shall survive termination.
41. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless the City from and against any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to violations of proprietary rights, including inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any

advertisement supplied to COA by the City. This paragraph shall survive termination.

INSURANCE

42. COA agrees to procure and maintain for the Term of this Agreement, liability insurance relative to each Amenity installed in which the City shall be named as an additional insured party by POLICY ENDORSEMENT and COA further agrees to file with the City a copy of the Certificate of Insurance and policy endorsements evidencing such requirements. The insurance requirements shall include:
 - 42.1. A limit of liability for Commercial General Liability coverage of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of the City based on reasonable grounds acceptable to COA;
 - 42.2. Be comprehensive liability Insurance covering all operations and liability assumed under this Agreement;
 - 42.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
 - 42.4. Contain a cross-liability clause;
 - 42.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and the City) under the policies;
 - 42.6. An automobile liability insurance policy with a \$2,000,000 limit for any one occurrence;
 - 42.7. Workers Compensation coverage in the minimum amount of \$500,000
 - 42.8. All such policies shall be issued by companies having a rating agreed to by the City.

MISCELLANEOUS

43. No amendment of this Agreement shall be deemed valid unless contained in a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
44. This Agreement shall be subject to, and interpreted in accordance with the laws of the State of Connecticut.
45. All paragraphs specifically stated to survive shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
46. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.
47. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any

prior agreements and understandings, oral or written.

48. The parties agree and expressly confirm that the City has conferred upon COA certain exclusive rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the City in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should the City or any agency of the City levy any form of occupancy or property tax of any kind on or associated with the Amenities supplied under this Agreement, COA shall be responsible for such taxes.
49. COA shall be solely responsible for all property taxes levied in association with any private premises occupied by COA that are not located on City property.
50. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
51. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
52. All contracts, whether of employment or otherwise, entered into by COA with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a third party, shall be made by COA as principal and not as agent of the City and the City shall have no liability thereon.
53. All disputes under this Agreement if they cannot be resolved by mutual agreement of the parties, shall be resolved by a court of competent jurisdiction located in Fairfield County, CT.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Dated at _____ this _____ day of _____.

THE CITY of BRIDGEPORT

Dated at _____ this _____ day of _____.

CREATIVE OUTDOOR ADVERTISING

Name: _____

Title: _____

I have the authority to bind the corporation

Item# 113-21

Approval of a New Job Classification and specifications of the Health Code Enforcement Inspector Position pursuant to Municipal Charter Chapter 17 Section 206(d).



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: September 6, 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 SEP 20 PM 2:31
ATTEST
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:

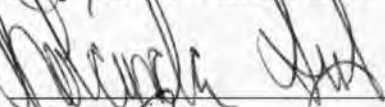
Item No. 113-21

RESOLVED, that the attached job description for the new job classification and specification for a Health Code Enforcement Inspector pursuant to Municipal Charter Chapter 17, Section 203(d) be, and hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



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



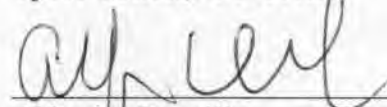
Rolanda Smith



Aikeem G. Boyd




Tyler Mack, **Co-Chair**



Alfredo Castillo



Matthew McCarthy



Samia Suliman

City Council Date: September 6, 2022

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

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
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328

Telephone (203) 576-7647
Facsimile (203)576-8252

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascek, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



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CITY CLERK

September 6, 2022

The Honorable City Council
of the City of Bridgeport
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Communication from City Attorney re: Proposed Licensing Agreement with
The Frank Habansky Food Pantry Inc**

Dear Honorable City Council Members:

Kindly be reminded that the above-referenced matter has been submitted at tonight's meeting of the City Council for referral to the Committee on Contracts, with the next meeting on September 13, 2022. This will enable full City Council substantive review at the September 19, 2022 meeting.

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

Black Rock Senior Center Licensing Agreement between The Frank Habansky Food Pantry Inc and the City of Bridgeport through the period ending September 30, 2023.

b. Submitting Entity

Office of the City Attorney - on behalf of the Public Facilities.

c. Contact Person

James T. Maye, Esq.
telephone: (203) 576-8137

email: James.Maye@bridgeportct.gov

d. Approval Deadline

September 19, 2022 City Council meeting, if possible.

e. Matter Summary

This submission is a one (1) year food pantry services licensing contract with a food pantry services provider – The Frank Habansky Food Pantry Inc. The annual fee for this proposed agreement is \$0.00 per annum.

f. City Council Action Requested

Vote to approve the proposed agreement between The Frank Habansky Food Pantry Inc, and the City and to authorize and empower the Mayor or his designee to execute such agreement on behalf of the City.

g. Financial Impact Analysis

The cost to the City for this proposed agreement is \$0 per annum; no funds are appropriated for such purpose in the FY 2022-2023 annual operating budget.

There will be a material positive financial impact to the City from this Agreement resultant from the value added by having food pantry services being made available at the Black Rock Senior Center to service community members.

h. Funding Budget-Line

\$0 for FY 2022-2023 will be paid from the annual operating budget of any department.

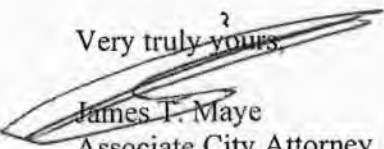
i. Proposed Motion

“NOW THEREFORE BE IT RESOLVED that:

1. The Mayor or his designee is authorized and empowered to execute on behalf of the City the proposed Black Rock Senior Center Licensing Agreement with The Frank Habansky Food Pantry Inc for the period ending September 30, 2023.

Thank you for your assistance in this matter.

Very truly yours,


James T. Maye
Associate City Attorney

Cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Craig Nadrizny, Public Facilities Dir.
Daniel Shamas, Chief of Staff
Kenneth Flatto, Finance Dir.
Thomas Gaudett, Mayor's Office
Mark T. Anastasi, City Attorney

BLACK ROCK SENIOR CENTER LICENSING AGREEMENT

THIS AGREEMENT is made by and between **the City of Bridgeport**, a municipal corporation, with a principal place of business at **45 Lyons Terrace, Bridgeport, Connecticut 06604**, together with its Department of Public Facilities, (collectively the "Licensor" or "City") and

The Frank Habansky Food Pantry Inc., a 501(c)(3) organization incorporated under the Laws of the State of Connecticut **dba Black Rock Food Pantry**, with a mailing address at **29 Eames Blvd, Bridgeport, CT 06605-3606, Connecticut**, hereinafter referred to as "Licensee". The Licensor and Licensee are collectively referred to herein as "the Parties".

WHEREAS, the Licensor desires to provide a food pantry at Black Rock Senior Center, 2676 Fairfield Ave, Bridgeport, Connecticut (the "Premises"); and

WHEREAS, the Licensee has been providing food pantry services in the facilities of local organizations for over ten years in Bridgeport, Connecticut; and

WHEREAS, it has been determined by the Licensor that it will be in the best interest of both Parties to memorialize their relationship with a written agreement; and

WHEREAS, the Licensor has agreed to permit the Licensee to enter upon and use the Premises in order to operate, therein and thereon, a food pantry service as further described in Exhibit A; and

WHEREAS the Licensee agrees to enter upon the Premises and perform such Services at its sole cost, expense and liability, subject to the terms and conditions set forth herein; and

NOW THEREFORE, for valuable consideration and mutual promises, covenants and agreements contained herein, it is agreed as follows:

1. **Right of Entry. Term.** The Licensor does hereby agree to provide the Licensee with access to the Premises for the purposes of providing a food pantry (the "**Service**") at the Premises at the Licensee's sole risk and liability for the purposes set forth herein. Such Services are set forth and described in **Exhibit A** attached hereto and incorporated herein. The Agreement shall commence upon the last date of execution of this Agreement and shall continue in full force and effect until September 30, 2023, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**").

Licensee shall be entitled to operate and provide the Services directed herein on the days that Licensor is open for business in accordance with the Schedule provided by Licensee which is attached hereto as **Exhibit B**.

a. **Extension Option.** The Licensor shall have the right to renew the Term for an additional five (5) years upon providing the Licensee with notice of its intent to renew within ninety (90) days of the expiration of the Term.

2. **License Fee.** INTENTIONALLY OMITTED.

3. **Scope of Activity. Operations. Management.** The Licensee may enter upon the Premises during the Term of this Agreement for the purposes of performing the Services. Licensee's activities on the Premises shall be performed only in those areas approved in advance by Licensor or its authorized consultant. At all times of Licensee's use of the Premises pursuant to this Agreement, it shall comply with all laws related to its entry upon and activities at the Premises.

Licensee is not permitted to cook inside the Premises.

Licensee will be responsible for providing all necessary equipment, supplies and staff to successfully operate the concession during the term of the contract. Notwithstanding the foregoing, Licensee shall be permitted to use Licensor's two stand alone freezers, one stand alone refrigerator and one combination refrigerator/freezer.

Licensee shall comply with all of the City's Health Department requirements for operating the food pantry and shall obtain and pay for all of the necessary licenses. This includes meeting all of the State and local food service regulations, and passing subsequent inspections.

Licensee will not be permitted to offer or sell alcoholic beverages at any time.

Licensee is not permitted to install any vending machines at either concession stand or anywhere else on the Premises.

The selling and/or advertisement of cigarettes, cigars, and other tobacco products is strictly prohibited. Licensee is required to adhere to and enforce this policy.

Licensee, its managers, and its staff shall be responsible for the management of the operation of the food pantry and shall devote time and effort as may be required to provide the services described herein in a consistent manner, and with a level of quality in both goods and services, that is in the best interest, and serves the needs of the City and the general public.

Licensee shall conduct interviews and background checks on all personnel. The Licensee shall require each staff member to be identified with a photographic identification card brandishing their name, which shall be worn in a conspicuous area on the outside of the employee's clothing, so that it is obvious and noticeable to the public. The Licensee shall be held responsible for the actions of its employees and its agents that result in complaints against them, or the Licensee and/or result in civil or criminal prosecutions.

Licensee is required to abide by all rules and regulations pertaining to the loading and unloading of goods and merchandise; storage and disposal of garbage; refuse and recyclables; mobile carts; signage; odors and fumes; merchandise placement; employee parking and fire suppression devices.

4. Condition of Premises and Maintenance. All equipment, except the items identified in the Licensee Equipment List which is attached hereto as **Exhibit C**, belongs to the City. Any additional equipment and provision needed for Licensee to operate at the Premises shall be the responsibility of the Licensee.

Licensee, after inspection of the Premises, will accept the location "as is" in its present condition, and understanding the recent renovations to the Premises, will keep the Premises in good working order and appearance. The Licensee shall not direct any deterioration or waste to be committed at the Premises and shall not direct any improvements or installation of any fixtures. The Licensee will be responsible to ensure that the interior operations meet all City Health Department standards. The labor and EOC laws of the State of Connecticut will dictate the rules, regulations, and restrictions relating to the Licensee's staff.

The City provides daily maintenance and custodial workers at the Premises. The City will be responsible for structural repairs and to repair damage caused by its elected officials, officers, department heads, employees, agents, servants at the Premises. Similarly, Licensee shall be responsible for the repair of damage caused by its employees, agents or volunteers.

In an emergency, Licensee should contact the police or fire department.

Upon expiration of the term, or the earlier termination of this Agreement by the City, the Licensee shall be required to restore the Premises to the condition required by this Agreement which, at minimum, shall be the physical condition in which they existed at the time of commencement of this Agreement.

5. Prohibited Games and Machines. INTENTIONALLY OMITTED.

6. Security. INTENTIONALLY OMITTED.

7. Indemnification and Insurance.

A. **Indemnification.** The Licensee agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the Premises or other property, and costs of every kind and description arising from entry upon the Premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, and/or property damage caused by the Licensee, **except** that the Licensee shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents, or their predecessors in interest in the Premises.

B. Insurance requirements:

(1) The following insurance coverage is required of the Contractor who shall ensure that the City is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner. The Contractor shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim. **This requirement shall not apply if Licensee has no employees.**

(2) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties **BY POLICY ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

**"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor Bridgeport,
Connecticut 06604"**

8. **Remedies For Default.** If, after the Licensee has entered the Premises pursuant to this Agreement, the Licensee fails for any reason to perform the Services or otherwise continues a default after ten (10) days of written notice from the Licensor, the Licensee shall immediately remove itself from the Premises and be liable for all costs and expenses, including attorneys' fees, incurred by the Licensor in removing Licensee and/or any or all of its property remaining on the Premises.

9. **Resolution of Disputes and Choice of Law.** The parties agree that all disputes that cannot be resolved by informal discussion between the parties, within thirty (30) days after a dispute arises, shall be resolved by a court of competent jurisdiction in Fairfield County, Connecticut.

10. **Right to Inspect Books.** INTENTIONALLY OMITTED

11. **Guarantee of Performance.** INTENTIONALLY OMITTED.

12. **Assignment and Subletting.** Licensee shall not assign the Agreement or sublet any part of the Premises without the Licensor's prior written consent and approval of the Licensor, in its sole and absolute discretion.

13. **No Joint Venture.** Nothing in this Agreement, or in the relationship of the parties hereto, shall be deemed a joint venture between them, or a relationship of lessor/lessee, but shall always be deemed to be a relationship between a licensor and a licensee.

14. **Alterations and Improvements.** INTENTIONALLY OMITTED

15. **Taxes.** The Licensee must be registered as a legal business with authority to do business in the State of Connecticut, shall be responsible for the payment of all taxes related to its operations – including the payment of sales taxes, personal property taxes, federal and state income taxes, excise taxes and the like – on a timely basis.

16. **Utilities.** Licensor shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Licensee on the Premises during the Term of this Agreement.

17. **Signs.** With Licensor's prior, written consent, Licensee shall have the right to place on the Premises, at locations selected by Licensee and approved by Licensor, any signs which are permitted by applicable zoning ordinances. Licensor may refuse consent to any proposed signage that is in Licensor's opinion, too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises.

18. **Entry.** Licensor shall be have immediate access to the Premises at all times.

19. **Waiver.**

(a) **Written Waivers.** No waiver of a condition or nonperformance of an obligation is effective unless it is in writing and signed by the party granting the waiver.

(b) **No General Waivers.** No waiver by a party affects the exercise of any of its other rights or remedies. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

(c) **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

20. **Notice.** All notices required or desired to be given after the Agreement is executed must be sent through first-class mail, certified, return receipt-requested, and addressed to the parties as follows:

THE LICENSOR:

City of Bridgeport
Director, Public Facilities
999 Broad Street
Bridgeport, CT 06604

Copies to:

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

THE LICENSEE:

At the address specified above

21. **Compliance with Law.** Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises.

22. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF CONNECTICUT.

23. **Non-discrimination.** The Licensee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

THE CITY OF BRIDGEPORT

By: _____
Name: Joseph P. Ganim
Title: Mayor

LICENSEE

By: _____
Bernard Lee
President
duly-authorized

Exhibit A
Scope of Services

The Frank Habansky Food Pantry Inc. provides food (boxes, cans and some fresh produce) to qualified individuals on a weekly basis. The clients are at or below the federal poverty guidelines as determined by income and family size. It operates as a local-only grocery store and does not charge for any of the items given to clients.

Exhibit B
Schedule

For each week, we distribute each Saturday morning from 9:00 am – 11:00 am and will stock shelves on Thursday mornings from 9:15am to 11:00 am. There is no distribution for the weekend after Thanksgiving. For Thanksgiving, Licensee offers Thanksgiving food items the day prior to Thanksgiving and stock the shelves on Monday and Tuesday of that week only.

Exhibit C
Licensee's Equipment

Licensee will re-locate four refrigeration items from its current site to this location. These include: two freezer-only units, one refrigerator freezer and one refrigerator-only unit.

Licensee will lease a dumpster strictly for the disposal of empty cardboard boxes, which will be located in the parking lot behind the 2676 Fairfield Avenue facility.