

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 17, 2018

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Holiday Performance by the East End Baptist Church Choir

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 19, 2018

ITEM FOR IMMEDIATE CONSIDERATION:

- 10-18** Communication from City Attorney re: Proposed Discussion and Possible Action of Pending Litigation with Bridgeport Housing Authority, James River, Worth Construction, et al, **FOR IMMEDIATE CONSIDERATION/EXECUTIVE SESSION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 05-18** Communication from Benefits re: Proposed Medical Administrative Services Only Agreement with Cigna Health and Life Insurance Company, referred to Contracts Committee.
- 06-18** Communication from Benefits re: Proposed Dental Administrative Services Only Agreement with Cigna Health and Life Insurance Company, referred to Contracts Committee.
- 07-18** Communication from Health and Social Services re: Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 8.20 – Food and Food Establishments, referred to Ordinance Committee.
- 08-18** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Ramon Colon, referred to Miscellaneous Matters Committee.
- 11-18** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant (#19231), referred to Economic and Community Development and Environment Committee.
- 12-18** Communication from Central Grants re: Grant Submission: Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2018 Assistance to Firefighters Grants (AFG) Operations and Safety (Project #19210, #19211 & #19212), referred to Public Safety and Transportation Committee.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 09-18** Resolution presented by Council Member(s): Banta & Taylor-Moye re: Proposed resolution requesting that Cole street and Sims Street be converted to "One-Way" Streets from Iranistan Avenue to Flanders Street with the installation of appropriate signage to increase public safety at Seaside Village, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *177-17** Public Safety and Transportation Committee Report re: Resolution to Proceed with the Final Design and Construction of the Pequonnock River Trail Extension made possible by Connecticut Department of Transportation Congestion Mitigation & Air Quality (CMAQ) Grant.
- *172-17** Contracts Committee Report re: Professional Services Agreement with National Development Council regarding Economic and Community Development Financial Consulting Services.
- *192-17** Contracts Committee Report re: Construction Agreement with Armani Restoration, Inc. regarding the City Hall Façade Project.
- *201-17** Contracts Committee Report re: Employment Contract with Chief of Police, Armando J. Perez.
- *03-18** Contracts Committee Report re: State Lobbying Services Agreement with Reynolds Strategy Group, LLC.

MATTER TO BE ACTED UPON:

- 169-17** Public Safety and Transportation Committee Report re: Honorary Street Naming of a Portion of Frank Street as "Paul Mendes Way".

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 17, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Governance – City Fiscal.
Robert Halstead 55 Sterling Place Bridgeport, CT 06604	Pequonnock Bike Trail and Bassick High School.
Tony Barr 141 Pennsylvania Avenue, #8 Bridgeport, CT 06610	Schools, policing, jobs and WPCA.
Eleanor Angerame Green Village Initiative 325 Lafayette Street, Unit #9101 Bridgeport, CT 06604	Yaremich Drive being converted into a one-way road.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Cover-up of unjust termination.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, DECEMBER 17, 2018
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

Council President Pro Tempore Taylor-Moye called the Public Speaking Session to order at 6:35 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Christina Smith, Pete Spain
131st District: Denese Taylor-Moye, Jack O. Banta
132nd District: Marcus Brown, Kyle Langan
133rd District: Jeannette Herron, Michael Defilippo
134th District: AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo, Maria Zambrano Viggiano
137th District: Maria Valle
138th District: Karen Jackson, Nessah Smith
139th District: Eneida Martinez, Ernest Newton

RECEIVED
CITY CLERKS OFFICE
18 DEC 27 PM 4:49
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 17, 2018 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Governance – City Fiscal.

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

Ladies and Gentlemen of the Bridgeport City Council greetings of this season to each of you and to your families.....

This year has been historic and remarkable when you consider the way we Americans self-govern. 2019 may prove even more so. And 12 months from now it is likely that some seats will change hands on this Council.

I use the word “oversight” frequently in my talks with you. It is because

“checks and balance” were included in our City Charter. Although simple, oversight of the Executive body, the Mayor’s Office, is part of your necessary work. It goes along with representing the interests and priorities of your constituents who are your neighbors, and also leads you to review and sometimes create legislation.

Six months ago on June 16, 2018 you heard about Linda Lee, a property owner and tax paying resident of the East End whose registered, plated, insured and tax paid Ford van was stickered one day, June 5, and towed the following day. After 30 days it was presumed to have been “crushed”. But that night Ms. Lee met Acting Chief Perez who promised all of us that he would check into it the next day. Did not happen and a claim turndown by the City Attorney office was received. Four months later the Chief did review all the facts, but no word to Ms. Lee. Then an attorney appeared offering to help Ms. Lee. City Attorney reversed their position and provided a check on December 4, to counsel. Ms. Lee is awaiting delivery of an unspecified amount, net of attorney fees tomorrow.

My lengthy advocacy to your ears and those of Chief Perez was insufficient to produce such reparation without a legal expense paid from taxpayer funds. And I cannot tell you which department is bearing the hit to their budget. The failure of the towing company to provide a 30 day letter to the owner per State law, a necessary part of the process subject to Police oversight, was ignored. Think about it. If it had been you who was harmed, was this a just outcome? What can you do when you hear about City actions that appear unfair or unjust?

The Budget and Appropriations Committee did not meet last week. Perhaps they were reading about the sale of scrap metal by City employees to a Bridgeport firm, said to be in excess of \$30,000 according to the firm’s records but amounting to \$5,000 or less when reviewed by Public Facility boss John Ricci. Are City employees ever told that tools, equipment and other property they handle are City assets, to be carefully used as necessary and returned in good condition after use? Were they ever authorized to sell salvaged metal and decide where to convey the cash received? That story is still working on the front page. But there is another one I have reported to you that hasn’t made the paper.

Perhaps someday Chief Finance Officer Ken Flatto along with Mayor Ganim can tell taxpayers that all funds received as part of City business are recorded accurately and timely for the purpose of maintaining honest and thorough accountability. Isn’t that what you assumed happens? Well think back to my comments about InPlant print operation. Tracking them from 2012-2016, I was surprised to discover over \$800,000 of expenses were charged to Print shop in excess of what “balanced” monthly reports claimed. That averaged \$160,000 per year. Ken Flatto did not review the research that I had done, nor did he provide a written explanation.

What he did was to include among assumed revenue items the sum of \$10,000 as assumed Print Shop revenue for 2017-18 and for this year 2018-19. And how did that work out? During the first three months of 2017 almost \$7,000 was reported in your monthly reports. Each month since, for

more than 12 months "\$0" is recorded. And that is in error because I have seen checks payable for printing presented and cashed. What is the explanation for not reporting ALL FUNDS received and saying so? How do taxpayers trust? And when B&A members hear such allegations from me why are you not investigating all of the numbers?

Oversight? Will you be discovered doing enough to satisfy your serious constituents? Time will tell.

Robert Halstead
55 Sterling Place
Bridgeport, CT 06604

Pequonnock Bike Trail and
Bassick High School.

Mr. Robert Halstead came forward and introduced himself. He said that he was a professional city planner. He has been a lifelong Bridgeport resident and also been a lifelong bicycle rider. He said that there was an item regarding the Pequonnock River Trail Extension. Trumbull and other towns have done a beautiful job on their portion, but the members of the biking community have examined the proposed Bridgeport route and have deemed it unsafe. Mr. Halstead said that there was an original route proposed, but it was later changed. The Trumbull path allows the riders to see waterfalls and nature. Downtown needs to have bike paths because millennials need bike paths.

Tony Barr
141 Pennsylvania Avenue, #8
Bridgeport, CT 06610

Schools, policing, jobs and
WPCA.

Mr. Tony Barr came forward and introduced himself. He wished everyone Happy Holidays. He said that he has some disturbing concerns about the lack of respect from the Bridgeport Police displayed when he had a recent incident involving them. The video recording proves the charges were false. He was disappointed that the Council was not even recognizing this and said the Police Department was out of control. When will the Council say enough is enough? The high school students are afraid of the police. This does not make sense. When God is put first, no one can alter His Plan. No one in the City of Bridgeport should be afraid to call the Police Department. When will this be addressed? The only way this will happen is when the residents get real with themselves and face the reality. Mr. Barr said he is a taxpayer and wants to know when the Council will address this. It can't be fixed by having white police officers. Fairfield and Trumbull don't have this problem. When will this issue be addressed?

Eleanor Angerame
325 Lafayette Street, Unit #9101
Bridgeport, CT 06604

Yaremich Drive being Green Village
Initiative converted into a one-way road.

Ms. Eleanor Angerame came forward and said that she would like to submit a number of documents to be included in the record. The president of the local NRZ came forward and spoke about the fact that a public road, Yaremich Drive, was being changed from a two-way street into a one-way street. The Council approved the item.

The NRZ President said that she believed the Council Members thought the residents were aware of this. When the NRZ President contacted her representative, Council Member Christy, Council Member Christy said that the NRZ had been informed of this in 2017. There was no NRZ in existence in 2017. There was no outreach to the local community.

Council President Pro Tempore Taylor-Moye stated that the group's time to speak was up. Council Member Spain moved to have the public speaking extended. Council President Pro Tempore Taylor-Moye said that the next speaker was Cecil Young. Council Member Spain objected.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Cover-up of unjust termination.

Mr. Young came forward and said that he was impressed by Mr. Barr who spoke about the policing. He said that he was also disappointed in Council Member Newton who had said that he would help him to get his medical benefits. It is time to do the right thing. It angers Mr. Young that council Member Newton will not do what he promised to do and Mr. Young is ashamed of Council Member Newton. He was here to speak the truth to power and every single member should have their medical benefits taken away from them two weeks after being fire. Every single member has evidence of this in black and white. They won't bring out evidence because they can't. He said that they would not be getting away with this. He said that his supervisor works down the hall from the Tax Assessor. If the Council thought they had heard the last from him, they were mistaken.

Council President Pro Tempore Taylor-Moye called Ms. Eleanor Angerame forward and explained to her that if the group wished to speak, they needed to sign up the individual speakers with the City Clerk's Office.

Claude Young
First Avenue
Stamford, CT

Pequonnock Bike Trail

Mr. Claude Young came forward and said that he had three concerns about OPED, CMEQ and the fact that the City did not do their due diligence. Many of his comments were inaudible due to background cross talk.

Carline McDonald
Yarmich Drive
Bridgeport, CT

Ms. McDonald who is a resident of Yaremich Drive and lived there for more than 50 years came forward and said that the original plan of Yaremich Drive had the traffic going down the road, not coming up the road. The businesses are dying because of the changes.

Mr. Stephen Nelson came forward and said that many of the people who spoke did not live on Yaremich Drive. He then asked how many of the people who came forward lived on Yaremich Drive. Several people raised their hands.

Council President Pro Tempore Taylor-Moye closed Public speaking at 7:13 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, DECEMBER 17, 2018

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

Mayor Ganim called the meeting of the City Council to order at 7:23 p.m.

PRAYER

Mayor Ganim requested Council Member McBride Lee lead those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested that City Clerk Martinez lead those present in reciting the Pledge of Allegiance.

ROLL CALL

The City Clerk called the roll.

130th District: Christina Smith, Pete Spain
131st District: Denese Taylor-Moye, Jack O. Banta
132nd District: Marcus Brown, Kyle Langan
133rd District: Jeannette Herron, Michael Defilippo
134th District: AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo, Maria Zambrano Viggiano
137th District: Maria Valle, Aidee Nieves
138th District: Karen Jackson, Nessah Smith
139th District: Eneida Martinez, Ernest Newton

Holiday Performance by the East End Baptist Church Choir

The East End Baptist Church Choir then performed a number of songs for those present.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 19, 2018

**** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF NOVEMBER 19, 2018.**

**** COUNCIL MEMBER JACKSON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member N. Smith requested a moment of silence for three constituents that had recently died: Ms. Carolyn Nelson of Fleet Avenue, Ms. Victoria Recko of Success Avenue and Mr. Andy Fardy, of Nutmeg Road.

**** COUNCIL MEMBER HERRON MOVED TO COMBINE AND APPROVE THE FOLLOWING REFERRALS AND RESOLUTIONS TO THE APPROPRIATE BOARDS, COMMITTEES AND COMMISSIONS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

05-18 COMMUNICATION FROM BENEFITS RE: PROPOSED MEDICAL ADMINISTRATIVE SERVICES ONLY AGREEMENT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY, REFERRED TO CONTRACTS COMMITTEE.

06-18 COMMUNICATION FROM BENEFITS RE: PROPOSED DENTAL ADMINISTRATIVE SERVICES ONLY AGREEMENT WITH CIGNA HEALTH AND LIFE INSURANCE COMPANY, REFERRED TO CONTRACTS COMMITTEE.

07-18 COMMUNICATION FROM HEALTH AND SOCIAL SERVICES RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 8.20 – FOOD AND FOOD ESTABLISHMENTS, REFERRED TO ORDINANCE COMMITTEE.

08-18 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH RAMON COLON, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

11-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (DECD) ROUND 12 REMEDIAL ACTION AND REDEVELOPMENT MUNICIPAL GRANT (#19231), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

12-18 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FY 2018 ASSISTANCE TO FIREFIGHTERS GRANTS (AFG) OPERATIONS AND SAFETY (PROJECT #19210, #19211 & #19212), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

09-18 RESOLUTION PRESENTED BY COUNCIL MEMBER(S): BANTA & TAYLOR-MOYE RE: PROPOSED RESOLUTION REQUESTING THAT COLE STREET AND SIMS STREET BE CONVERTED TO "ONE-WAY" STREETS FROM IRANISTAN AVENUE TO FLANDERS STREET WITH THE INSTALLATION OF APPROPRIATE SIGNAGE TO INCREASE PUBLIC SAFETY AT SEASIDE VILLAGE, REFERRED TO BOARD OF POLICE COMMISSIONERS.

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***177-17 Public Safety and Transportation Committee Report re: Resolution to Proceed with the Final Design and Construction of the Pequonnock River Trail Extension made possible by Connecticut Department of Transportation Congestion Mitigation & Air Quality (CMAQ) Grant.**

***172-17 Contracts Committee Report re: Professional Services Agreement with National Development Council regarding Economic and Community Development Financial Consulting Services.**

***192-17 Contracts Committee Report re: Construction Agreement with Armani Restoration, Inc. regarding the City Hall Façade Project.**

***201-17 Contracts Committee Report re: Employment Contract with Chief of Police, Armando J. Perez.**

***03-18 Contracts Committee Report re: State Lobbying Services Agreement with Reynolds Strategy Group, LLC.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Langan requested Agenda Items 177-17 and 201-17 be removed from the Consent Calendar.

**** COUNCIL MEMBER BROWN MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

***172-17 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH NATIONAL DEVELOPMENT COUNCIL REGARDING ECONOMIC AND COMMUNITY DEVELOPMENT FINANCIAL CONSULTING SERVICES.**

***192-17 CONTRACTS COMMITTEE REPORT RE: CONSTRUCTION AGREEMENT WITH ARMANI RESTORATION, INC. REGARDING THE CITY HALL FAÇADE PROJECT.**

***03-18 CONTRACTS COMMITTEE REPORT RE: STATE LOBBYING SERVICES AGREEMENT WITH REYNOLDS STRATEGY GROUP, LLC.**

- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

MATTER TO BE ACTED UPON:

169-17 Public Safety and Transportation Committee Report re: Honorary Street Naming of a Portion of Frank Street as “Paul Mendes Way”.

- ** COUNCIL MEMBER ZAMBRANO VIGGIANO MOVED THE ITEM.**
- ** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Zambrano Viggiano gave a brief overview of why the honorary street naming had been changed back to Frank Street as opposed to George Street.

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (C. SMITH, SPAIN, BANTA, TAYLOR-MOYE, BROWN, DEFLIPPO, HERRON, MCBRIDE-LEE, ROMAN CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, JACKSON, N. SMITH, MARTINEZ AND NEWTON) AND THREE (3) OPPOSED (LANGAN, VIZZO-PANICCIA AND VALLE).**

177-17 Public Safety and Transportation Committee Report re: Resolution to Proceed with the Final Design and Construction of the Pequonnock River Trail Extension made possible by Connecticut Department of Transportation Congestion Mitigation & Air Quality (CMAQ) Grant.

Council Member Banta said this was a hot topic and the bike path would enhance the City.

- ** COUNCIL MEMBER BANTA MOVED TO SEND THE ITEM BACK TO COMMITTEE.**
- ** COUNCIL MEMBER SPAIN SECONDED.**

Council Member Langan said that there was a robust discussion and said that while this was not the end all and be all. He said that because of the change of administration, this project fell by the wayside. He said that OPED had told the Committee that they were on the Federal watch list and could stand to lose the funding. He suggested to amend the name of the project to "The Interim Pequonnock River Bike Trail.

Council Member Taylor-Moye said that she felt that the project should move forward and did not think that the name change would be make any different. It is important to bring money into the City for improvements.

Mr. Coleman said that it was not a fake ultimatum. In terms of the trail, it was about connecting the existing trail and the best way to get people from Housatonic to Beardsley. It is not on North

Washington Avenue. Right now, except for 8 blocks, the riders would be off road. The City does not want to put people in harm's way. What the Council is being asked to do is to authorize OPED to move forward on the project. It is not the final end all and be all.

Council Member Herron asked if it was part of the Master Plan for the bike plan to be included. Mr. Coleman said that it was part of the Master Plan. He said that this was a chance to work on significant off-road paths and connect Seaview Avenue with Beardsley.

Council Member C. Smith asked if it would be possible to connect some portion of the Housatonic Trail with the Pequonnock Trail Extension. Mr. Coleman said that the national requirements are already set. Council Member C. Smith asked why they could not change the name of the project. Mr. Coleman said that the name of the project was the original project name. Council Member C. Smith disagreed and asked what any expansion of the trail would be called. She said that she had worked in the City's Grants Office and now worked in a Non-profit. She said that it was her experience that the grant holders were not usually resistant when a name change was proposed. However, she would support the matter because she would not want to see the City lose the money. She said that she would like to have the amendment approved because it would be more descriptive.

Council Member Newton said that he had served at the State level, that once the State puts out a project that it wants done, it is not the job of the local legislative body to change the name of what the City applied for as a grant. That's not how the State works. It would send the wrong message to the State, particularly as the City needs money. This is just the beginning for the City to improve its bike paths and trails. There are 168 other towns in the state that would like to use that money. However, Council Member Newton said that he was not pleased that the city was doing such a poor job in handling this and received the letter from Hartford about the grant funding.

**** COUNCIL MEMBER BANTA WITHDREW HIS MOTION TO SEND THE ITEM BACK TO COMMITTEE.**

**** COUNCIL MEMBER SPAIN WITHDREW HIS SECOND.**

**** COUNCIL MEMBER BROWN MOVED TO APPROVE AGENDA ITEM 177-17 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION TO PROCEED WITH THE FINAL DESIGN AND CONSTRUCTION OF THE PEQUONNOCK RIVER TRAIL EXTENSION MADE POSSIBLE BY CONNECTICUT DEPARTMENT OF TRANSPORTATION CONGESTION MITIGATION & AIR QUALITY (CMAQ) GRANT.**

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

Council Member Jackson said that when OPED had presented the information she was not at the meeting. She said that the eight blocks would need some upkeep.

Council Member Langan said Mr. Coleman was asking him to trust OPED. He said that since he was not willing to change the title, he would appreciate it if Mr. Coleman would put forward something in an internal memo that this was the first step towards a larger plan.

**** THE MOTION PASSED WITH EIGHTEEN (18) IN FAVOR (C. SMITH, LANGAN, BANTA, TAYLOR-MOYE, BROWN, DEFLIPPO, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN CHRISTY, ZAMBRANO VIGGIANO, VALLE, CASTILLO, NIEVES, JACKSON, N. SMITH, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (SPAIN).**

201-17 Contracts Committee Report re: Employment Contract with Chief of Police, Armando J. Perez.

**** COUNCIL MEMBER NEWTON MOVED THE ITEM.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Langan said that he wanted to bring up a concern by Council Member Zambrano Viggiano who said that there was a last minute change to the contract about the sick, vacation, and unused leave time. Council Member Langan said that he had not seen any numbers of what this would look like. Since Chief Perez has been with the City for 30 years.

Council Member Langan said that there were indications that the Chief would be paid out at the level of Chief of Police. He said that he would like to know what that would cost the City.

Mayor Ganim said that he was not part of that particular discussion and the matter would have to be discussed with the City Attorney.

Council Member Newton noted the City Attorney was present and Chief Perez had been in the Police Department for 30 years. They may have been doing that because the Chief was entitled to it. Council Member Newton said that he was entitled to what he put in.

Council Member Zambrano Viggiano said that she had done some research on the previous chief and it appeared that he had something that was the same in that contract dated 2010. Her concern was the monetary gain. The City has the responsibility to pay their officers for their time served. She said that she would like more context on this.

Mayor Ganim asked Atty. Anastasi about the previous Fire and Police Chiefs. Atty. Anastasi explained that there was a change because CMERS was involved. He said that he did not have an answer on that because the Benefits Office had not reached a conclusion. His comments were simply to clarify that Chief Perez's contract was different from the previous Chief's contract.

Council Member Herron said that each department have different contracts and they have different terms. Chief Perez could retire in four years and walk out the door with a lump sum. Right now, Chief Perez is negotiating for payments over time.

Council Member McBride-Lee said that she had been working for the City for 30 years as a teacher. She said that she deserves her payments and so does the Chief.

Council Member Spain said that the question was whether Chief Perez was affiliated with the union during the time that he was Acting Chief

Council Member Langan said that his comments have been clear that he was not trying to give him his fair due. He said that it was unclear as to whether in transitioning from Acting Chief to Police Chief. the question is whether the 30 years will be based on the 30 years of service as a Captain or 30 years of Chief, which is \$140,000 a year difference. Atty. Anastasi said that it was unclear. He said that he inadvertently may have misled the Council in that it would be mandatory to pay out.

Mayor Ganim said that the rate would be determined by the Benefits Office and the Union, not by the Council.

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (C. SMITH, BANTA, TAYLOR-MOYE, BROWN, DEFLIPPO, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, VALLE, NIEVES, N. SMITH, MARTINEZ AND NEWTON) AND THREE (3) OPPOSED (SPAIN, LANGAN, AND JACKSON).**

**** COUNCIL MEMBER CASTILLO MOVED TO ADD AN ITEM TO THE AGENDA.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER CASTILLO MOVED TO REFER A PROPOSED RESOLUTION TO APPROPRIATELY EXPRESS THE CITY COUNCIL'S SUPPORT FOR LOCAL HIRING AND LOCAL CONTRACTING ON THE BRIDGEPORT THERMAL LOOP PROJECT TO THE ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY. (ITEM #13-18)**

ITEM FOR IMMEDIATE CONSIDERATION:

10-18 Communication from City Attorney re: Proposed Discussion and Possible Action of Pending Litigation with Bridgeport Housing Authority, James River, Worth Construction, et al.

FOR IMMEDIATE CONSIDERATION/EXECUTIVE SESSION.

**** COUNCIL PRESIDENT NIEVES MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS AGENDA ITEM 10-18 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED DISCUSSION AND POSSIBLE ACTION OF PENDING LITIGATION WITH BRIDGEPORT HOUSING AUTHORITY, JAMES RIVER, WORTH CONSTRUCTION, ET AL.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mayor Ganim left the meeting at 8:35 p.m.

The Council Members and Attorneys Ouellette and Anastasi entered Executive Session to discuss pending litigation at 8:35 p.m. They returned to Public Session at 8:46 p.m.

Council President Nieves assumed the chairmanship of the meeting.

**** COUNCIL MEMBER N. SMITH MOVED TO WAIVE THE REFERRAL TO COMMITTEE.**

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

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER N. SMITH MOVED TO APPROVE AGENDA ITEM 10-18 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED DISCUSSION AND POSSIBLE ACTION OF PENDING LITIGATION WITH BRIDGEPORT HOUSING AUTHORITY, JAMES RIVER, WORTH CONSTRUCTION, ET AL.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER BROWN MOVED TO ADJOURN.**

**** COUNCIL MEMBER N. SMITH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 8:54 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Service



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: **10-18**
Submitting Department / Contact Name: **City Attorney's Office
Mark T. Anastasi, Associate City Attorney**
Subject: **Proposed Discussion and possible action of pending litigation with
Bridgeport Housing Authority, James River, Worth Construction, et al.**
Referred to Committee: **Immediate Consideration**
City Council Date: **December 17, 2018**

Attest:

Lydia N. Martinez

12/17/2018

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph Ganim

Joseph Ganim, Mayor

1/2/19

Date

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #10-18 was approved by the City Council of the City of Bridgeport on December 17, 2018 and does not require Mayoral signature; said approval effective as of January 9, 2019

RECEIVED
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19 JAN -9 AM 10:28
ATTEST
CITY CLERK

I make a motion

10-18

High low

① MOTION TO WAIVE REFERRAL TO
ARBITRATION # 10-18 DUE TIME CONSTRAINTS

② MOTION TO AUTHORIZE THE

CITY ATTORNEY'S OFFICE TO

ENTER INTO A \$400,000 TO

\$975,000 HI/LO BINDING

ARBITRATION OR COURTSIDE

TRIAL AGREEMENT IN WHICH

INSURANCE CARRIERS WILL ALSO

AGREE TO WAIVE ANY RIGHTS TO BE

PAID BACK LEGAL AND EXPERT

DEFENSE COSTS IN THE MATTER OF

~~THE~~ CITY OF BRIDGEPORT VERSUS BPT

HOUSING AUTHORITY ET. AL.

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CITY CLERK

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Michael J. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
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Lisa R. Trachtenburg
Tyisha S. Toms



ASSISTANT CITY ATTORNEYS

Tamara Titre
Eroll V. Skyers
Dina Scalo

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

COMM. #10-18 Ref'd for IMMEDIATE CONSIDERATION
on 12/17/2018

December 12, 2018

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

**Re: Discussion and possible action of pending litigation matter:
City of Bridgeport v. Bridgeport Housing Authority, James River, Worth Construction,
et al, Docket No. FBT-CV18-6074347-S**

Dear Councilpersons:

Kindly place this matter on the agenda for the Full City Council meeting on December 17, 2018 for **immediate consideration/executive session**. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Joseph P. Ganim, Mayor
Lydia Martinez, City Clerk

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CITY CLERK

Williams, Althea

From: Litz, Margo
Sent: Wednesday, December 12, 2018 3:49 PM
To: Williams, Althea; Pettway, Lonnelle; Ortiz, Frances
Subject: for monday's meeting
Attachments: 1429_181212164723_001.pdf

From: Imagerunner@bridgeportct.gov <Imagerunner@bridgeportct.gov>
Sent: Wednesday, December 12, 2018 4:47 PM
To: Litz, Margo <Margo.Litz@Bridgeportct.gov>
Subject: Attached Image

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ATTEST
CITY CLERK



*City of Bridgeport
Labor Relations and Benefits Administration*

*45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843*

*Joseph P. Ganim
Mayor*

*Janene Hawkins
Director*

*Richard D. Weiner
Benefits Manager*

COMM. 05-18 Ref'd to Contracts Committee on 12/17/2018.

December 10, 2018

Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please an original and thirteen copies of Medical Administrative Services Only Agreement between the City and Cigna Health and Life Insurance Company.

The term of the Agreement is from July 1, 2018 through June 30, 2021.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of December 17, 2018.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
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ATTEST
CITY CLERK

Medical Administrative Services Only Agreement

By and Between

**City of Bridgeport and Bridgeport BOE
"Employer"**

And

**Cigna Health and Life Insurance Company
"CHLIC"**

Effective Date: July 1, 2018

**EXCEPT AS PROVIDED BY APPLICABLE LAW, THIS AGREEMENT AND ITS TERMS ARE
PROPRIETARY AND CANNOT BE DISCLOSED WITHOUT THE PERMISSION OF EACH OF THE
PARTIES**

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**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

THIS AGREEMENT, effective July 1, 2018 (the “**Effective Date**”) is by and between City of Bridgeport and Bridgeport BOE (“**Employer**”) and Cigna Health and Life Insurance Company (“**CHLIC**”).

RECITALS:

WHEREAS, Employer, as Plan sponsor, has adopted the benefit described in Exhibit A, as may be amended, (“**Plan**”) for certain of its employees/members and their eligible dependents (collectively “**Members**”); and

WHEREAS, Employer has requested CHLIC to furnish certain administration services in connection with the Plan (for its own internal purposes, CHLIC identifies Employer’s account by the following number 3213172).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Definitions

Agreement means this entire document including the Schedule of Financial Charges and all Exhibits and Addenda.

Applicable Law means the state, federal and international laws and regulations that apply. Applicable Law includes but is not limited to the Employee Retirement Income Security Act of 1974 (“**ERISA**”), the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Foreign Corrupt Practices Act (“**FCPA**”) and any other anti-bribery or anti-corruption laws in the countries where the Parties conduct business. CHLIC acknowledges that Employer’s Plan may not be subject to ERISA.

Bank Account means a benefit plan account with a bank designated by CHLIC; established and maintained by Employer in its or a nominee’s name.

ERISA means the Employee Retirement Income Security Act of 1974, as amended and related regulations. CHLIC acknowledges that Employer’s Plan may not be subject to ERISA.

Extra-Contractual Benefits means payments which Employer has instructed CHLIC to make for health care services and/or products that CHLIC has determined are not covered under the Plan.

Member means a person eligible for and enrolled in the Plan as an employee or dependent.

Participant/Participating Members means Member(s) who is (are) participating in a specific program and/or product available to Members under the Plan.

Participating Providers means providers of health care services and/or products, who/which contract directly or indirectly with CHLIC to provide services and/or products to Members.

Party/Parties means Employer and CHLIC, each a “Party” and collectively, the “Parties”.

Plan Benefits means amounts payable under the terms of the Plan for expenses incurred by Members for services/items covered under the Plan.

Plan Year means the twelve (12) month period, beginning on the Effective Date and, thereafter, each subsequent twelve (12) month period.

Run-Out Claims means claims for Plan Benefits relating to health care services and products that are incurred but not processed prior to termination or expiration of this Agreement; termination of a Plan benefit option or termination of eligible Members, as applicable.

Subscriber means the Member whose employment or participation is the basis for eligibility under the Plan.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

Section 1. Term and Termination of Agreement

This Agreement is effective on the Effective Date and shall remain in effect until June 30, 2021 unless terminated as of the earliest of the following dates:

- i. The date which is at least sixty (60) days from the date that either Employer or CHLIC provides written notice to the other of termination of this Agreement;
- ii. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;
- iii. The date which is three (3) business days after receipt by Employer of written notice from CHLIC that Employer has failed to fund the Bank Account as required by this Agreement;
- iv. The date which is fifteen (15) business days after which Employer has failed to pay CHLIC any charges identified in this Agreement when due pursuant provided CHLIC notifies Employer of its election to terminate;
- v. Any other date mutually agreed upon by Employer and CHLIC.

Section 2. Claim Administration and Additional Services

- a. While this Agreement is in effect, CHLIC shall, consistent with, the claim administration policies and procedures then applicable to its own health care insurance business (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.
- b. Following (i) termination of this Agreement, except pursuant to Section 1.iii and 1.iv; (ii) termination of a Plan benefit option or (iii) termination of eligible Members, if any required fees have been paid in full, CHLIC shall process Run-Out Claims for the applicable Run-Out Period (Refer to Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, CHLIC shall cease processing Run-Out Claims and, subject to the requirements of Section 6.b, promptly make all relevant records in its possession relating to such claims, other than CHLIC's proprietary information, reasonably available to Employer or Employer's designee. CHLIC is not required to provide proprietary information to Employer or any other party.
- c. Employer hereby delegates to CHLIC the authority, responsibility and discretion to determine coverage under the Plan based on the eligibility and enrollment information provided to CHLIC by Employer. Employer also hereby delegates to CHLIC the authority, responsibility and discretion to (i) make factual determinations and to interpret the provisions of the Plan to make coverage determinations on claims for Plan Benefits, (ii) conduct a full and fair review of each claim which has been denied as defined by ERISA, (iii) decide level one mandatory appeals of "Urgent Care Claims" "Concurrent", "Pre-service" and "Post-service" claims (as those terms are defined under ERISA) and notify the Member or the Member's authorized representative of its decision. Employer will ensure that all summary plan description materials provided to Members reflect this delegation of discretionary authority.
- d. In addition to the basic claim administrative duties described above, CHLIC shall also perform the Plan-related administrative duties agreed upon by the Parties and specified in Exhibit B. Unless otherwise agreed to in writing by CHLIC, all services identified in this Agreement shall be provided by CHLIC on an exclusive basis with respect to that portion of the Plan administered by CHLIC pursuant to this Agreement.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

Section 3. Funding and Payment of Claims

- a. Employer shall establish a Bank Account, and maintain in the Bank Account an amount sufficient at all times to fund payments from it for the following (collectively “**Bank Account Payments**”): (i) Plan Benefits; (ii) those charges and fees identified in the Schedule of Financial Charges as payable through the Bank Account and (iii) any sales or use taxes, or any similar benefit- or Plan-related charge or assessment however denominated, which may be imposed by any governmental authority. Bank Account Payments may include without limitation: (a) fixed per person payments and pay-for-performance payments to Participating Providers; (b) amounts owed to CHLIC; and (c) amounts paid to CHLIC’s affiliates and/or subcontractors for, among other things, network access or in- and out-of network health care services/products provided to Members. CHLIC may credit the Bank Account with payments due Employer under a stop loss policy issued by CHLIC or an affiliate.
- b. CHLIC, as agent for the Employer, shall make Bank Account Payments from the Bank Account, in the amount CHLIC reasonably determines to be proper under the Plan and/or under this Agreement.
- c. In the event that sufficient funds are not available in the Bank Account to pay all Bank Account Payments when due, CHLIC shall cease to process claims for Plan Benefits including Run-Out Claims.
- d. CHLIC will promptly adjust any underpayment of Plan Benefits or pay-for-performance payments by drawing additional funds due the claimant from the Bank Account. In the event CHLIC determines that it has overpaid a claim for Plan Benefits or paid Plan Benefits to the wrong party, it shall take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to recover the overpayments of Plan Benefits. CHLIC shall also take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to collect pay-for-performance payments due to Employer or to recover pay-for-performance overpayments (collectively “Pay-for-Performance Recoveries”). CHLIC shall not be required to initiate court, mediation, arbitration or other administrative proceedings to recover any overpayment of Plan Benefits or to collect or recover Pay-for-Performance Recovery. However, when it elects to do so, CHLIC is expressly authorized by Employer to take all actions on behalf of the Employer and/or the Plan to pursue overpayment recovery of Plan Benefits or to collect or recover Pay-for-Performance Recovery including, but not limited to, retaining counsel, settling and compromising claims or Pay-for-Performance Recoveries, in which case CHLIC shall be responsible for the attorney fees, court costs or arbitration fees incurred by CHLIC in the specific overpayment recovery action of Plan Benefits (not applicable to subrogation or conditional claim payment recoveries) or to collect or recover Pay-for-Performance Recovery, but not any other associated third party costs absent consent of CHLIC. CHLIC shall not be responsible for reimbursing any unrecovered payments of Plan Benefits or Pay-for-Performance Recoveries unless made as a result of its gross negligence or intentional wrongdoing.
- e. Employer shall promptly reimburse CHLIC for any Bank Account Payments paid by CHLIC with its own funds on Employer’s behalf and no such payment by CHLIC shall be construed as an assumption of any of Employer’s liability for such Bank Account Payments.
- f. Following termination of this Agreement, Employer shall remain liable for payment of all Plan Benefits and other due Bank Account Payments and for all reimbursements due Members under the Plan.

This Section 3 shall survive termination of this Agreement.

Section 4. Charges

- a. Charges. CHLIC shall provide to Employer a monthly statement of all charges Employer is obligated to pay under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due on the first

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

day of the month, as indicated on the monthly statement. Payments received after the last day of the month in which they are due, shall be subject to late payment charges, from the due date at a rate calculated as follows: the one (1) year Treasury constant maturities rate for the first week ending in January plus five percent (5%). For purposes of calculating late payment charges, payments received will be applied first to the oldest outstanding amount due. CHLIC may reasonably revise the methodology for calculating late payment charges upon thirty (30) days' advance written notice to Employer.

- b. Changes – Additions and Terminations. If a Subscriber's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Subscriber shall be due for that Subscriber for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Subscriber, no charges shall be due for that Subscriber for that month.
- c. Retroactive Changes and Terminations. Employer shall remain responsible for all applicable charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member. However, if the change or termination would result in a reduction in charges, CHLIC shall credit to Employer the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date CHLIC processes the notice, or (b) the period from the date of the change or termination to the date CHLIC processes the notice.

This Section 4 shall survive termination of this Agreement.

Section 5. Enrollment and Determination of Eligibility

- a. Eligibility Determinations and Information. Employer is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, CHLIC shall rely upon enrollment and eligibility information provided by the Employer and CHLIC shall have no liability for administering the plan in reliance upon enrollment and eligibility information provided by Employer. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly on a monthly basis (unless otherwise agreed to in writing by CHLIC) to CHLIC in a format and with such other information as reasonably may be required by CHLIC for the proper administration of the Plan. Subject to CHLIC's right to modify charges for certain changes in the number of enrolled members, authorized by Section 8.a hereof, Employer may add and delete Members by notifying CHLIC as set forth herein, which addition and deletion may include persons who were or become eligible to be covered by the Plan because they are in certain "bargaining units" that the Employer has determined are joining or leaving the Plan.
- b. Release of Liability. Notwithstanding any inconsistent provision of this Agreement to the contrary, if Employer, fails to provide CHLIC with accurate enrollment and eligibility information, benefit design requirements, or other agreed-upon information in CHLIC's standard timeframe and format, CHLIC shall have no liability under this Agreement for any act or omission by CHLIC, or its employees, affiliates, subcontractors, agents or representatives, directly or indirectly caused by such failure.
- c. Reconciliation of Eligibility and Information and Default Terminations. CHLIC will periodically share potential discrepancies in eligibility information with Employer. Employer will review and reconcile any discrepancies within thirty (30) days of receipt and provide CHLIC corrected eligibility information. If Employer fails to timely do so, CHLIC may terminate coverage for any Member not listed as eligible in Employer's submitted eligibility information.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

Section 6. Claim Audits and Confidentiality

- a. Claim Audit. Employer may, audit CHLIC's payment of Plan Benefits in accordance with the following requirements:
- i. Employer shall provide to CHLIC a scope of audit letter and the fully executed Claim Audit Agreement, a sample of which is attached hereto as Exhibit C, together with a forty-five (45) day advance written request for audit.
 - ii. Employer will designate with CHLIC's consent (which consent shall not to be unreasonably withheld) an independent, third-party auditor to conduct the audit (the "**Auditor**").
 - iii. Employer and CHLIC will agree upon the date for the audit during regular business hours at CHLIC's office(s).
 - iv. Except as otherwise agreed to by the parties in writing prior to the commencement of the audit, the audit shall be conducted in accordance with the terms of CHLIC's Claim Audit Agreement attached hereto as Exhibit C, which is hereby agreed to by Employer and which shall be signed by the Auditor prior to the start of the audit.
 - v. If the audit identifies any claim adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims reviewed and not upon statistical projections or extrapolations.
 - vi. Employer shall be responsible for its Auditor's costs.

Employer may (as determined by CHLIC based upon the resources required by the audit requested) be responsible for CHLIC's reasonable costs with respect to the audit, except that while this Agreement is in effect there shall be no additional cost to Employer for an audit of payment documents relating to a random, statistically valid sample of two-hundred twenty-five (225) claims paid during the two prior Plan years and not previously audited, provided that if Employer has five thousand (5,000) or more employees who are Members, Employer may conduct one such audit every Plan Year (but not within six (6) months of a prior audit); otherwise, Employer may conduct one such audit every two (2) Plan Years (but not within eighteen (18) months of a prior audit). In the event Employer requests to alter the scope of the claim audit, CHLIC will endeavor to reasonably accommodate the Employer's request, which may be subject to additional charges to be mutually agreed upon by the Employer and CHLIC prior to the start of the audit.

b. Confidentiality

- i. Subject to the requirements of Applicable Law, the terms of this Agreement and the Privacy Addendum in Exhibit D, a signed Business Associate agreement between Employer and its designee(s), and a signed Confidentiality Agreement between CHLIC and applicable designee(s). CHLIC shall release copies of confidential claims and Plan Benefit payment information in CHLIC's claims system ("**Confidential Information**") and may release copies of proprietary information relating to the Plan in CHLIC's claims system ("**Proprietary Information**") to the Employer and/or its designee(s). Employer agrees that Employer and its designee(s) will keep Confidential Information and Proprietary Information confidential and will use Confidential Information and Proprietary Information solely for the purpose of administering the Plan or as otherwise required by law. Employer is solely responsible for the consequences of any use, misuse, or disclosure of Confidential Information provided by CHLIC pursuant to this paragraph b.
- ii. CHLIC will maintain the confidentiality of all Protected Health Information in its possession in accordance with the Privacy Addendum in Exhibit D and any applicable state privacy laws, including, without limitation, 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

- c. Upon termination of this Agreement and subject to the provisions of Section 6.b above, CHLIC shall make information available, to the extent administratively feasible, if the Parties agree upon the charge to be paid by Employer.

The obligations set forth in this Section 6 (b), shall survive termination of this Agreement.

Section 7. Plan Benefit Liability

- a. Employer Liability for Plan Benefits. Employer is solely responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action. Employer is responsible for reimbursing CHLIC, its directors, officers and employees for any reasonable expense incurred (including reasonable attorneys' fees) by them in the defense of any action or proceeding involving a claim for Plan Benefits. CHLIC shall reasonably cooperate with Employer, in its defense of such actions.

If Employer directs CHLIC in writing to pay Extra-Contractual Benefits, Employer is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance provided by CHLIC or CHLIC affiliate or in determining any CHLIC or CHLIC affiliate risk-sharing or performance guarantee reimbursements. Employer shall reimburse CHLIC for any liability or expenses (including reasonable attorneys' fees) CHLIC may incur in connection with making such payments.

- b. Employer Liability for Plan-Related Expenses. Employer shall reimburse CHLIC for any amounts CHLIC may be required to pay (i) as state premium tax or any similar Plan-related tax, charge, surcharge or assessment, or (ii) under any unclaimed or abandoned property, or escheat law, with respect to Plan Benefits and any penalties and/or interest thereon.

The reimbursement obligations set forth in this Section 7 shall survive termination of this Agreement.

Section 8. Modification of Plan and Charges

- a. Except as may be otherwise provided in the Schedule of Financial Charges, CHLIC shall have the right to revise the charges identified in this Agreement (i) on the first anniversary of this Agreement and at any time thereafter by giving Employer at least sixty (60) days' prior written notice, but not more frequently than once in a twelve (12) month period, (ii) upon any modification or amendment of the benefits under the Plan, (iii) upon any variation of fifteen percent (15%) or more in the number of Members used by CHLIC to calculate its charges under this Agreement, and/or (iv) upon any change in law or regulation that materially impacts CHLIC's liabilities and/or responsibilities under this Agreement.
- b. Employer shall provide CHLIC written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow CHLIC to implement the modification or amendment. Employer and CHLIC shall agree upon the manner and timing of the implementation of such modification or amendment subject to CHLIC's system and operational capabilities.
- c. Employer is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

Section 9. Modification of Agreement

This Agreement and all exhibits addenda and other attachments hereto and other policies or standards of CHLIC referred to herein, constitute the entire contract between the Parties regarding the subject matter herein. Except, as otherwise provided herein, the provisions of this Agreement shall control in the event of a conflict with the terms of any other

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

agreements. Except for changes to the charges identified in this Agreement, no modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties. The charges identified in this Agreement may be revised in accordance with Section 8 by CHLIC providing written notice to Employer and Employer indicating its acceptance of the modification either by paying the revised charges or failing to object to such revised charges in writing to CHLIC within thirty (30) days of receipt of such notice from CHLIC. The revised charges will be effective on the date indicated in CHLIC's written notice to Employer unless otherwise agreed to by CHLIC and Employer.

Section 10. Laws Governing Agreement

- a. This Agreement shall be construed in accordance with the laws of the State of Connecticut without regard to conflict of law rules, and both Employer and CHLIC consent to the venue and jurisdiction of its courts.
- b. The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements.

Section 11. Information in CHLIC Processing Systems

CHLIC may retain and use all Plan-related claim/payment information recorded/integrated into CHLIC's business records (including claim processing systems) in the ordinary course of business. Such information will be available to Employer pursuant to Section 6. CHLIC will retain such Plan-related claim/payment information in accordance with its record retention policy and Applicable Law.

Section 12. Resolution of Disputes

It is understood and agreed that any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("Controversy") shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

- a. Any Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall initiate Executive Review by giving the other Party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response. Both the notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.
- b. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request of Executive Review under Section 12.a, above, the disputing Party shall initiate mediation by providing written notice to the other Party, which shall be conducted in Bridgeport, Connecticut, in accordance with the American Arbitration Association Commercial Mediation Rules ("**Mediation**"). Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties.
- c. In the event that a Controversy has not been resolved by Executive Review or Mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 12.b above, in accordance with the American Arbitration Association Commercial Arbitration Rules, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this

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Agreement but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding except for violations of public policy as to which any party shall have a right to appeal, and no action at law or in equity may be instituted by any Party other than to enforce the award of the arbitrator.

- d. The Parties intend this dispute resolution procedure described above to be a private undertaking and agree that an arbitration conducted under this provision will not be consolidated with an arbitration involving other plans administered in whole or in part by CHLIC or other Cigna Corporation, or third parties not parties to this Agreement. The arbitrator will be without power to conduct arbitration on a class or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except the courts will decide those issues relating to the scope and enforceability of the arbitration provision.

This Section 12 shall survive termination of this Agreement.

Section 13. Third Party Beneficiaries

This Agreement is for the exclusive benefit of Employer and CHLIC. It shall not be construed to create any legal relationship between CHLIC and any other party.

Section 14. Waivers

No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default shall not be deemed a waiver of any other default.

Section 15. Headings

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 16. Severability

If any provision or any part of a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 17. Force Majeure

CHLIC shall not be liable for any failure to meet any of their obligations under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of CHLIC or their affiliates or subcontractors, its employees, officers, or directors. Such contingencies include, but are not limited to, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental actions, laws, ordinances, rules or regulations.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

Section 18. Assignment and Subcontracting

No Party may assign any right, interest, or obligation hereunder without the express written consent of the other Party; provided, however that CHLIC may assign any right, interest, or responsibility under this Agreement to its affiliates and/or subcontract specific obligations under this Agreement provided that CHLIC shall not be relieved of its obligations under this Agreement when doing so.

Section 19. Notices

Except as otherwise provided, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly made when (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) delivered electronically, or (d) deposited in the United States mail, postage prepaid, and addressed as follows:

To CHLIC:
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, CT 06152
Attention: Paul McCann, Risk & Underwriting Director

To Employer:
City of Bridgeport and Bridgeport BOE
45 Lyon Terrace
Bridgeport, CT 06604
Attention: Richard Weiner, Benefits Manager

The address to which notices or communications may be given by any Party may be changed by written notice given by one Party to the other pursuant to this Section.

Section 20. Identifying Information and Internet Usage

Except, as necessary in the performance of their duties under this Agreement, no Party may use the other's name, logo, service marks, trademarks or other identifying information or to establish a link to the other's World Wide Web site without its prior written approval.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement, to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below. Employer executes as the authorized representative of the Plan with respect to the Privacy Addendum to this Agreement.

Dated at _____, _____

CITY OF BRIDGEPORT AND BRIDGEPORT BOE

This ____ day of _____, _____

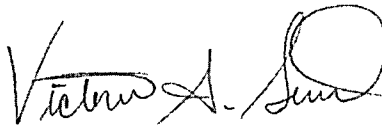
By: _____

Name:
Its
Duly Authorized

Dated at Hartford, Connecticut

CIGNA HEALTH AND LIFE INSURANCE COMPANY

This 5th day of December, 2018



By: _____

Name: Victoria A. Sirica
Its Contractual Agreement Unit Manager
Duly Authorized

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Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with CHLIC's then standard billing practices. However, CHLIC is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

Effective (07/01/2018-08/31/2018)	MEDICAL ADMINISTRATION CHARGES	
Product	Description	Charge
Medical	• Preferred Provider Organization (PPO) with PHS Medical Management	\$32.75/employee/month
Medical	• Open Access Plus (OAP) with PHS Medical Management	\$32.75/employee/month
Medical	• HRA Open Access Plus (OAP) with PHS Medical Management (All HRA excluding Retirees)	\$39.75/employee/month
Medical	• HRA Open Access Plus (OAP) with PHS Medical Management (HRA Retirees)	\$37.75/employee/month
Medical	• HSA Open Access Plus (OAP) with PHS Medical Management (COBRA)	\$35.25/employee/month
Medical	• HSA Open Access Plus (OAP) with PHS Medical Management (All HSA excluding COBRA and Retirees)	\$39.75/employee/month
Medical	• HSA Open Access Plus (OAP) with PHS Medical Management (HSA Retirees)	\$37.75/employee/month
Medical	• Comprehensive with PHS Medical Management	\$32.75/employee/month
Effective (09/01/2018-10/31/2018)	MEDICAL ADMINISTRATION CHARGES	
Product	Description	Charge
Medical	• Open Access Plus (OAP) with PHS Medical Management	\$42.75/employee/month
Medical	• Comprehensive with PHS Medical Management	\$42.75/employee/month
Effective-11/01/2018	MEDICAL ADMINISTRATION CHARGES	
Product	Description	Charge
Medical	• Open Access Plus (OAP) with PHS Medical Management	\$57.75/employee/month
Medical	• Comprehensive with PHS Medical Management	\$57.75/employee/month

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Effective (07/01/2018-08/31/2018) MEDICAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE		
Product	Description	Charge
Medical	• PPO Access Fee	\$15.75/employee/month Included in Medical Administration Charge
Medical	• OAP Access Fee	\$15.75/employee/month Included in Medical Administration Charge
Medical	• HRA OAP Access Fee (All Plans)	\$15.75/employee/month Included in Medical Administration Charge
Medical	• HSA OAP Access Fee (All Plans)	\$15.75/employee/month Included in Medical Administration Charge
Medical	• Comprehensive Care Coordination Fee	\$15.75/employee/month Included in Medical Administration Charge
Effective - 09/01/2018 MEDICAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE		
Product	Description	Charge
Medical	• OAP Access Fee	\$15.75/employee/month Included in Medical Administration Charge
Medical	• Comprehensive Care Coordination Fee	\$15.75/employee/month Included in Medical Administration Charge

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Effective- (07/01/2018-08/31/2018) CIGNA CHOICE FUND AND OTHER CONSUMER DIRECTED ACCOUNT ADMINISTRATION SERVICES AND CHARGES		
	Product	Charge
	<ul style="list-style-type: none"> Cigna Choice Fund Health Reimbursement Account (HRA) Administration 	\$4.50/employee/month Included in Medical Administration Charge
	<ul style="list-style-type: none"> Cigna Choice Fund Health Savings Account (HSA) Administration (Non-Cobra Only) 	\$4.50/employee/month Included in Medical Administration Charge
Health Advisor – A	<p>The Health Advisor program focuses on engaging targeted Members related to a variety of wellness and prevention topics, and is designed to facilitate healthy behaviors and promote achievement of health-related goals. The program includes the following components:</p> <ul style="list-style-type: none"> Health and wellness coaching on high blood pressure, high cholesterol, healthy eating, physical activity and pre-diabetes using multiple coaching sessions, behavior modification techniques and other motivational interviewing and coaching styles to encourage behavior change that helps Participants reach established goals. Education and referral coaching on program topics with referral to appropriate internal and external resources available Access to educational materials and web based Member tools and resources Identification of gaps in care and outreach to Member to provide coaching for those identified with gaps for high cholesterol, high blood pressure Support of Participants identified through predictive modeling with certain preference sensitive care conditions by supplying impartial evidence based medical information, to empower Participants' to understand the potential benefits/ disadvantages of a specific course of action and make more informed care decisions. Answering health and medical related questions Counseling Participants on prevention and the benefits of compliance with prescribed medications and treatments 	For HRA OAP and HSA OAP Only: Included in Medical Access Fee
AMOUNTS OWED TO CHLIC		
Amounts paid by CHLIC with its own funds on behalf of Employer or the Plan with respect to charges for which Employer or the Plan is obligated to pay under this Agreement including Plan Benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments.		

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CIGNA HOME DELIVERY PHARMACY DISCLOSURE		
	Product	Charge
Cigna Home Delivery Pharmacy (a CHLIC affiliated company)	<p>Specialty Drugs dispensed by Cigna Home Delivery Pharmacy and administered under the Plan's medical benefit.</p> <p>Cigna Home Delivery Pharmacy and any other licensed pharmacy affiliate of CHLIC may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors. Cigna Home Delivery Pharmacy or any other licensed pharmacy affiliate of CHLIC contract for these arrangements on its own account in support of its pharmacy operations. These arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CHLIC offers to entities like Employer that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy or any other licensed pharmacy affiliate of CHLIC are not part of the administrative fees or other charges paid to CHLIC in connection with CHLIC's services hereunder.</p> <p>This provision shall survive termination or expiration of the Agreement.</p>	<p>The drug's charge under a national specialty drug discount schedule that generates a 12.5% annual average aggregate discount off AWP across specialty drug claims dispensed at Cigna Home Delivery Pharmacy to CHLIC's self-funded and insured group-client book of business.</p>
Effective (07/01/2018-08/31/2018) FEES FOR PROCESSING RUN-OUT CLAIMS		
PPO, OAP, HRA OAP, HSA OAP and Comprehensive	Run-Out Period of twelve (12) months	No Additional Cost
Effective-09/01/2018 FEES FOR PROCESSING RUN-OUT CLAIMS		
OAP and Comprehensive	Run-Out Period of twelve (12) months	No Additional Cost

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SUBROGATION		
	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage).	5% of recovery plus litigation costs if counsel is retained and an appearance is filed on behalf of CHLIC or Employer in any litigation, or a lawsuit is filed on their behalf; 29% of recovery if no counsel is retained and in all other instances, including cases where state law requires that employee benefit plans be named as party defendants or involuntary plaintiffs.

CHLIC MEDICAL COST CONTAINMENT FEES

CHLIC administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CHLIC contracts with vendors to perform program related services. Specific vendor fees are available upon request subject to a mutually agreed upon non-disclosure agreement. CHLIC's charge for administering these programs is the percentage (indicated below) of either (1) the "net savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings, less the applicable vendor fee which generally ranges from 7-11% of the program savings) or (2) the "gross savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings; CHLIC pays the applicable vendor fee) or (3) the "recovery" (i.e. the amount recovered) as applicable.

For charges for covered services received from a non-Participating Provider (including emergency/urgent care services that are covered at the in-network benefit level), CHLIC may apply discounts available under agreements with third parties or through negotiation of the billed charges. These programs are identified below as the Network Savings Program Supplemental Network, and Medical Bill Review (pre-payment). CHLIC charges the percentage shown for administering these programs. Applying these discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying these discounts avoids balance billing and substantially reduces the patient's out-of-pocket cost.

If no discount is available or negotiated, reimbursement will be based upon:

- (i) If charges are not subject to CHLIC's benefit enhancement policy – the plan's maximum reimbursable charge (in which case the patient may be balance billed by the provider if the provider's charge exceeds the plan's maximum reimbursable charge); or
- (ii) If charges are subject to CHLIC's benefit enhancement policy – depending upon the Employer's election:
 - a. the amount of provider's billed charge not exceeding the greater of a CHLIC determined percentage of the Medicare allowable amount (the 80th percentile of the reasonable and customary charge if there is no Medicare allowable charge) or the amount required by state or federal, law (in the case of emergency room services) for charges subject to CHLIC's benefit enhancement policy (patient may be balance billed by the provider if the provider's charge exceeds such amount), or
 - b. the provider's billed charge.

This administration of charges for covered services from non-Participating Providers is consistent with the claim administration practices with respect to CHLIC's own health care insurance business where applicable.

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1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Line Item Analysis	Lesser of 5% of hospital bill or the savings achieved
	• Professional Fee Negotiation	29% of net savings
	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
	Physician/Professional Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
4.	Medical Bill Review – (Pre or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	• Bill Audit	29% of the savings/recovery achieved plus hospital fees or expenses passed through
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which CHLIC or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	29% of recovery plus any fees or expenses passed through by the hospital or regulatory agency
	Medical Implant Device Audits	29% of recovery
5.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	29% of recovery
6.	Secondary Vendor Recovery Program	29% of recovery
7.	Provider Credit Balance Recovery Program	29% of recovery

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8.	High Cost Specialty Pharmaceutical Audits (this service is only provided with respect to Medical coverage)	29% of recovery
9.	Class Action Recoveries	35% of recovery
10.	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	29% of recovery
CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES		
	<p>CHLIC arranges for third parties to provide care management services to:</p> <ul style="list-style-type: none"> (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CHLIC, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care. 	Specific vendor fees and care management program services are available upon request.
EXTERNAL REVIEW AND CONSULTATIVE REVIEW FEES		
	When a Member elects an External Review (as that term is defined in ERISA) of a benefit determination by an independent third party, the cost of a specific third party review is dependent on the nature and complexity of the issue on appeal. In highly complex, non-routine cases or cases related to new technology or experimental-investigational treatment, as part of the internal appeal process a panel of external reviewers may be necessary. Third party review charges will be commensurate with the number of reviewers (usually only one is used), as well as their level of expertise and time required to complete the review.	\$500-\$4,000 Review
STRATEGIC ALLIANCES		
	CHLIC contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge either a network access fee, which is included in CHLIC's monthly charges, or a percentage of the savings realized on a claim by claim basis as a result of the application of their discounts. Charges based on percentage of savings may be paid from the Bank Account. Additional details regarding specific charges will be provided upon request.	All Medical Products

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OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	Fixed per person per period and fee-for-service charges for various vendors and other providers/arrangers of health care services and/or supplies will be paid as claims for Plan Benefits. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time. Additional details regarding charges and the identity of the vendor or provider of health care services will be made available upon request.	All Products
NOTICE REGARDING PAYMENTS FROM THIRD PARTIES		
	<p>CHLIC may receive and retain payments under contracts with pharmaceutical manufacturers with respect to Members' utilization of the manufacturer's specialty drugs covered under the Employer's Plan medical benefit. If CHLIC enters into any such contracts, it does so on its own behalf, and not as agent of the Employer or the Plan. CHLIC contracts with pharmaceutical manufacturers for any such remuneration on its own behalf and for its own benefit, and not on behalf of Employer or the Plan. Accordingly, CHLIC retains all right, title and interest to any and all such remuneration received from manufacturer; neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CHLIC.</p> <p>This provision shall survive termination or expiration of the Agreement.</p>	All Medical Products
	From time to time, CHLIC, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties to help defray CHLIC's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services provided to such parties by CHLIC. CHLIC may also receive compensation from third-party vendors that Employer may retain based upon a referral from CHLIC or that Members may utilize following an introduction facilitated by CHLIC or an affiliate.	All Products

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COMPLIANCE ASSISTANCE		
	CHLIC shall provide the following services to assist Employer in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits and Coverage ("SBC), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. CHLIC will not be responsible for any changes that Employer makes to the SBC.	No charge
2.	Provide SBC, translation notices prepared by CHLIC to Employer electronically as well as any updates or material modifications.	No charge
3.	Include in SBC a summary of benefits administered by carve-out vendor if Employer or carve-out vendor provides CHLIC with necessary carve-out benefit information at least twelve (12) weeks prior to the date the SBCs are to be delivered to Employer.	\$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC
ADDITIONAL SERVICES		
Service	Description	Charge
Behavioral Health	Behavioral Care Advocacy provides behavioral health services in which claims are funded on a fee-for service basis. It includes focused utilization review and case management for inpatient, in-network behavioral health services. This payment arrangement is with respect to the CA/NC/VI Member population only.	For OAP Only: Included in Medical Access Fee
Pharmacy Fee	Pharmacy ded/OOP Integration Fee	Effective 07/01/2018 – 08/31/2018 All HRA OAP and HSA OAP Products: \$0.50/employee/month Included in Medical Administration Charge

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<p>Your Health First</p>	<p>A proactive health education and improvement program for Members with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements.</p> <p>The program targets a chronic population at high risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials.</p> <p>The program includes the following components for those with a chronic condition:</p> <ul style="list-style-type: none"> • Chronic condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching <p>In order to continuously assess the effectiveness of the program and/or test new ideas to further engage Members around their health, a small sample of Members may be placed in a comparison group which for a defined period of time receives alternative services or is suppressed from receiving proactive outreach, such as engagement letters and/or calls. This could affect a few Members targeted for outreach during this limited time period.</p>	<p>Effective 07/01/2018 – 08/31/2018 For PPO, OAP, HSA OAP, HRA OAP and Comprehensive Products: \$5.25/employee/month Included in Medical Access Fee</p> <p>Effective 09/01/2018 For OAP and Comprehensive Products: \$5.25/employee/month Included in Medical Access Fee</p>
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<p>MotivateMe® Incentives Program</p>	<p>The MotivateMe incentive program allows Employers to reward Members for taking steps to achieve health goals or make progress towards improving their health. Participating Members can earn rewards for active participation in CHLIC's health improvement programs and activities that focus on prevention, lifestyle and behavior modification and disease management. Participating Members track their incentive activity online and earn rewards as has been designated per the Employer's annual elections.</p> <p>Reward types include: HRA and Healthy Awards Account fund deposits, debit and/or gift cards, and Employer self-administered awards such as HSA fund deposits, healthcare premium adjustment and payroll deposit.</p> <p>Value Package – includes administration of Employer selected CHLIC standard Incentives Program which provides Participating Members with Employer's pre-determined rewards. Activity to trigger incentives may include, but is not limited to, participation in the following available programs: Personal Health Analysis (CHLIC's health assessment), Social Health and Wellness, Wellness Screening (biometric), Online Health Coaching, Self-Reported Activities, Steerage (Centers of Excellence facility steerage), Health Coaching by Phone, Preventive Care (claim verified), and Employer specific programs.</p>	<p>Effective 07/01/2018 – 08/31/2018 HRA OAP and HSA OAP (Excluding Retirees) \$2.00/employee/month Included in Medical Administration Charge</p>
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Exhibit A - Plan Booklet

A "Plan Booklet" that describes the Plan Benefits and Members' rights and responsibilities under the Plan will be provided by Employer to CHLIC for its use in administering the Plan including denials and appeals of denials of claims for Plan Benefits. If Employer has not provided CHLIC with a copy of its finalized Plan Booklet by the time this Agreement is effective, CHLIC will administer the Plan in accordance with the Plan Benefits described in the Plan Booklet draft provided by CHLIC to Employer and Section 2 of this Agreement. CHLIC will continue to administer the Plan in this manner until CHLIC receives the finalized Plan Booklet and follows CHLIC's preparation and review process. After that time CHLIC will administer the Plan in accordance with Plan Benefits described in the finalized Plan Booklet and Section 2 of this Agreement.

Exhibit B – Services

BANKING AND ADMINISTRATION		
Products excluding Health Savings Account		
1.	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
2.	Report to Employer the claim payment information required in connection with Section 6041 of the Internal Revenue Code.	All Products
3.	<p>If Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, CHLIC shall file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Employer's failure to provide any information required by CHLIC to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act or the failure of Employer to properly fund the Bank Account.</p> <p>In addition, where permitted and agreed to by CHLIC, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by Employer and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by CHLIC.</p>	All Products
CLAIM ADMINISTRATION		
Products excluding Health Savings Account		
1.	Calculate benefits, check and/or electronic payments disbursed from Employer's Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	All Products
2.	CHLIC's generic claim forms are made available to Employer for individuals eligible to enroll in the Plan.	All Products
3.	CHLIC's Special Investigations Unit will investigate, pend, recommend denial of claims in whole or in part, and/or reprocess claims, as appropriate.	All Products
4.	Discuss claims, when appropriate, with providers of health services.	All Products
5.	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random sample basis.	All Products
6.	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 18 Report (or any applicable successor thereto).	All Products

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7.	Respond to Insurance Department complaints.	All Products
8.	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Products
9.	Member Explanation of Benefit ("EOB") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	All Products (excluding Pharmacy)
10.	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	All Products
Medical Only		
1.	CHLIC's generic enrollment form is made available to Employer for individuals eligible to enroll in the Plan.	All Medical Products
2.	CHLIC's standard ID card with toll-free telephone number are prepared and mailed directly to Members.	All Medical Products
3.	Administration of subrogation/conditional Claim Payment (terms described in Exhibit E).	All Medical Products
Health Reimbursement Account (HRA), Healthy Awards (HA) and Healthy Future (HF) Only Effective: 07/01/2018 - 08/31/2018		
1.	Providing reimbursement request forms to Employer.	HRA Products
2.	Employer will make available specific funds to eligible employees enrolled in the HRA, HA and/or HF as applicable ("Participating Members"). At the end of each reimbursement period of the Plan Year, CHLIC shall issue payments to Participating Members (or their medical provider, if appropriate) to the extent of the maximum amount of payment allowed by Employer reduced by prior reimbursements for the same period of coverage, for the amount that is determined by it to be proper under the Plan.	HRA Products
3.	Allowable expenses for reimbursement under a HRA, HA and/or HF, as applicable, include all allowable health-related expenses, pursuant to I.R.C. Section 213 except where payment for any such products is prohibited. The Employer can further limit the allowable expenses as agreed to by the Employer during implementation.	HRA Products
4.	Account balances for Participating Members active until the end of the Plan Year will remain open after conclusion of the Plan Year for a period of One Year, (the "Run Out Period"), so that such Participating Members can submit any remaining expenses incurred during the Plan Year.	HRA Products
5.	A Participating Member's request to terminate his/her enrollment in the HRA, HA, and/or HF, as applicable, will continue to be processed for One Year following termination for any expenses incurred prior to his/her termination date up to the originally selected goal amount, minus prior reimbursements.	HRA Products
6.	For reimbursement payments that are made as a result of automatic claim forwarding ("AutoPay") of medical claims from a medical plan administered by CHLIC or Direct Submit Request For Reimbursement, an explanation of payment will be made available to the Participating Member. An explanation of payment is not issued for payments that are issued to a pharmacy at the point of sale as a result of AutoPay from the employee's pharmacy Plan or for any Debit Card transactions.	HRA Products

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7.	Providing information on account balances and submitted claims to Participating Members calling the number on the ID card. In addition, Participating Members will have access to account information via Internet and mobile app.	HRA Products
8.	When automatic claim forwarding (“AutoPay”) is turned on, medical claims processed but unpaid by CHLIC will be automatically submitted for reimbursement from the HRA and/or HA Participating Member’s HRA and/or HA account. Such “rollover” claims will be processed without additional submissions by the Participating Member.	HRA Products
9.	When CHLIC takes over HRA, HA and/or HF administration mid-Plan Year, CHLIC will provide administrative services from the date the Plan information is received.	HRA Products
10.	Pharmacy claims: Eligible pharmacy expenses, under the HRA and/or HA that are processed but unpaid by CHLIC may be automatically submitted (“rolled over”) to the Reimbursement Accounts Claim Office for reimbursement from the Participating Member’s HRA, HA and/or HF account if the AutoPay option is enabled. Such rollover claims will be processed without additional submissions by the Participating Member. When pharmacy is covered and Cigna Pharmacy is the pharmacy vendor, the HRA and/or HA will automatically pay the pharmacy through the HRA and/or HA at the point of sale for all Participating Member obligations under the pharmacy Plan including deductibles, copays, and/or coinsurance obligations. A Participating Member will not receive an Explanation of Benefits for these payments.	HRA Products

HEALTH SAVINGS ACCOUNT
Effective (07/01/2018 - 08/31/2018)

Administration		
1.	Provision of Health Savings Account: CHLIC shall provide to Employer enrollment materials for Health Savings Accounts (“HSA”) at a bank or other authorized entity with which CHLIC contracts (the “Bank Vendor”) for Employer’s employees enrolled in an eligible High Deductible Health Plan (“HDHP”). CHLIC and/or the Bank Vendor shall provide to Employer’s eligible employees who open an HSA (“HSA Account Holder”) telephonic and Internet customer service, debit cards, HSA checks (option made available to HSA account holders from the bank) to access HSA funds, required IRS forms such as the 1099 and 5498 and access to Individual Summary Statements that reflect account activity. CHLIC shall provide to Employer its standard reports of aggregate non-identifiable information concerning the administration of the HSA.	HSA Product
2.	Claim Forwarding: Each HSA Account Holder may elect to have claims not payable under the HDHP paid from funds in the Account Holder’s HSA, to the extent that funds are available in such account (“Claim Forwarding”), whether or not the expense is a qualified IRS medical expense. Claim Forwarding is only available for payments due medical providers. Claim Forwarding is not available for pharmacy expenses.	HSA Product
3.	Use of HSA: HSA Account Holders are solely responsible to use HSA funds as permitted by law, including Section 223(a) of the Internal Revenue Code, to qualify for applicable tax benefits.	HSA Product

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4.	<u>Enrollment in High Deductible Health Plan</u> - Employer acknowledges that its prompt furnishing of complete and accurate HDHP eligibility and benefit information, including prompt depositing of contributions, is essential to the timely and efficient administration of its employees' health savings accounts and impacts bank ability to respond to employee account withdrawals or payments. It is understood that employee HDHP coverage terminations, including default terminations whether or not caused by employer failure to reconcile employee eligibility when so requested by CHLIC, could result in health savings account tax consequences for the employee and/or in interrupting the employee's eligibility to make health savings account contributions.	HSA Product
5.	<u>Access Codes</u> . Employer shall ensure that each authorized user establishes an Access Code for access to the Online Portal. Employer shall further ensure that authorized users safeguard all Access Codes and shall be responsible for all use of Access Codes.	HSA Product
6.	<u>Online Portal</u> . Access to the Online Employer Portal delivered by the Bank Account Administrator shall be in accordance with such manuals, training materials, terms of use, administrative control procedures, terms and conditions, and other information as shall be provided to Employer from time to time and Employer shall ensure access to Online Employer Portal complies with any such information and materials. Employer's authorized users may be assigned different levels of access. Some of the functions that Employer may access on the Portal are: 1) view reserve funding account balance and activity; 2) fund up to 2000 participants using a CSV template; 3) perform manual funding of employee bank accounts; 4) download various reports; 5) learn of upcoming changes in HSA rules; 6) use the links and tools for HSA education and additional information.	HSA Product
7.	Employer agrees that any access, transaction, or business conducted using the Online Employer Portal is presumed by CHLIC to have been in compliance with HSA Plan Administration under Section 223(a) of the Internal Revenue Code. Any unauthorized use of the Online Employer Portal or any Access Code shall be solely the responsibility of the Employer.	HSA Product
Employer Responsibilities		
1.	<u>HSA Contributions</u> - Employer will facilitate pre-tax payroll contributions by HSA Account Holders. Employer may elect to make its own contributions to HSA. Employer shall send HSA Account Holder contributions plus any Employer contributions directly to the Bank Vendor.	HSA Product
2.	<u>Eligibility and Enrollment</u> - Employer is responsible for distributing to eligible employees the HSA enrollment application and documents provided to Employer by CHLIC and the Bank Vendor. Employer will submit completed HSA enrollment applications to CHLIC and/or Bank Vendor, as indicated, in the established timeframe. It is understood and agreed that an eligible employee's HSA cannot be opened until the Bank Vendor has received all necessary documents and information and has determined the HSA can be established.	HSA Product
3.	<u>Information Verification</u> - Employer shall verify information provided to CHLIC and Bank Vendor that is necessary for the establishment of the HSA. It is understood that the Bank Vendor shall rely on such information and verification in establishing and maintaining the HSA and in reporting required by law.	HSA Product

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Bank Vendor Relationship		
1.	<u>Employee Agreement with Bank</u> – Eligible employees wishing to enroll in an HSA may be required to execute certain bank documents including a custodial agreement. Approved eligible employees will become Account Holders and contract directly with the Bank Vendor for the establishment and maintenance of the HSA, including the issuance of debit cards and checks.	HSA Product
2.	<u>Investment of Account Funds</u> – While Bank Vendor offers various investment options in connection with the funds in the HSA, the HSA Account Holder is solely responsible for selecting and approving the investment vehicles into which their HSA funds will be invested. HSA Account Holders exercise sole investment discretion over their HSA investments.	HSA Product
3.	<u>Bank Fees</u> – CHLIC pays Bank Vendor to administer the HSA Accounts.	HSA Product
4.	<u>Bank Fees to Accountholder</u> – It is understood that there are separate account fees charged each HSA Account Holder by the Bank Vendor pursuant to terms communicated to HSA Account Holders through separate bank documents.	HSA Product
Termination		
1.	<u>Termination of HSA Account Holder’s HDHP or of Services Under This Exhibit – Free Agents:</u> In the event of the termination of an HSA Account Holder’s HDHP coverage through CHLIC, the HSA Account Holder becomes a “Free Agent”. Similarly, should CHLIC’s HSA services under this Exhibit be terminated for any reason, either for a specific employee, or for the Employer as a whole, the affected HSA Account Holders shall from that point on be Free Agents. For Free Agents: (1) CHLIC shall no longer provide HSA services; (2) Any terms of this Exhibit shall no longer be applicable; (3) HSA shall continue to be maintained by the Bank Vendor directly not in its role as a contractor to CHLIC; (4) Bank Vendor shall issue new account numbers, debit cards, checks etc. to Free Agents; and (5) Bank Vendor shall inform Free Agents of the new applicable schedule of bank fees. Even if HSA Account Holders continue HDHP coverage through COBRA, they are still considered Free Agents for purposes of HSA services hereunder.	HSA Product
2.	<u>Retroactive Terminations:</u> It is understood and agreed that although this ASO Agreement contemplates instances in which an employee’s HDHP coverage may be retroactively terminated, there will be no retroactive terminations with respect to HSA services provided hereunder. Termination of an employee’s HDHP coverage or termination of an HSA shall result in the termination of services rendered under this Exhibit and the applicable fees, effective as of the end of the month that CHLIC receives notice of such termination.	HSA Product
Effect of HSA Plan on ASO Agreement Terms		
	All applicable provisions of the ASO Agreement apply to the HSA Services described in this Exhibit. In the event of a conflict between any provision of the ASO Agreement and the terms of the Exhibit with respect to the HSA services, the terms of this Exhibit shall govern.	HSA Product

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PLAN BOOKLET		
Products excluding Health Savings Account		
	Prepare and make accessible Member benefit booklet drafts to Employer.	All Products
UNDERWRITING SERVICES		
1.	5500 Schedule C reporting.	All Products
2.	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	All Products
3.	CHLIC's standard Underwriting services: a) benefit design analysis-b) projected cost analysis.	All Products
HIPAA INDIVIDUAL RIGHTS		
Products excluding Health Savings Account		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and its Exhibits.	All Products
COST CONTAINMENT		
1.	Maximum reimbursable charge determinations of non-Participating Provider charges for covered services.	All Medical Products (with out-of-network benefits)
2.	CHLIC's standard cost containment controls: Application of non-duplication and coordination of benefits rules and coordination with Medicare.	All Medical Products
3.	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	All Medical Products
4.	Review of medical bills in accordance with CHLIC's then current Medical Bill Review program.	All Medical Products
5.	Network Savings Program, a national vendor network that provides discounted rates when a Member accesses care through a Network Savings Program contracted provider.	All Medical Products
6.	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	All Medical Products
CUSTOMER REPORTING		
1.	Summary reports of medical cost and utilization experience (where applicable), upon completion of internal report generation, are available through Cigna's web site, CignaAccess.com.	All Medical Products
2.	Claim Reporting: CHLIC will provide standard banking and financial report information based upon paid claim data. CHLIC will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment. Stop Loss Reporting is an optional service provided at an additional fee to Employers who have stop loss through another entity other than CHLIC. CHLIC will provide its standard reporting only after the stop loss carrier and Employer have executed CHLIC's standard Hold Harmless/Confidentiality Agreement.	All Medical Products
3.	CHLIC's standard Individual Summary Statements for applicable participating Members.	HRA Products (Effective 07/01/2018 – 08/31/2018)

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4.	CHLIC's standard Health Reimbursement Account, Healthy Awards and/or Healthy Future activity report for Employer.	HRA Products (Effective 07/01/2018 – 08/31/2018)
COMPLIANCE Effective (07/01/2018 – 08/31/2018)		
	Employer directs CHLIC in administering the Health Care Flexible Spending Account, Healthy Awards; Healthy Futures and/or Health Reimbursement Account benefit to comply with COBRA as follows:	
I.	The HRA, HA and/or HF of each HRA, HA and/or HF Participating Member who experiences a qualifying event and elects continuation of account coverage in accordance with COBRA will be maintained similar to the maintenance of an active employee. HF Participating Members that have not met their vesting requirements determined by the plan are not required to be offered COBRA for the HF.	HRA Products
MEMBER EXTERNAL REVIEW PROGRAM		
	CHLIC contracts with a minimum of three (3) independent review organizations that meet the Patient Protection and Affordable Care Act (PPACA) external review requirements. Members may appeal eligible claims requiring medical judgment to an external independent review organization which is selected by CHLIC on a random basis. If Employer has chosen not to participate in this program, the Employer may be responsible for making other arrangements to meet the Patient Protection and Affordable Care Act (PPACA) external review requirements.	All Medical Products
MEDICAL MANAGEMENT SERVICES		
	CHLIC provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
1.	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products
2.	Case Management and Retrospective Review of Inpatient Care, a service designed to provide assistance to a Member who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	All Medical Products
3.	Assist providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	All Medical Products
4.	The Cigna HealthCare Healthy Babies [®] Program is a one-time educational mailing which provides Participants with prenatal care education and resources to help them better manage their pregnancy. Other benefits of this program include the 24-Hour Health Information Line SM and pregnancy information on myCigna.com.	All Medical Products
5.	HealthCare Cost and Quality tools on myCigna.com	All Medical Products
6.	A panel of physicians and other clinicians to assess the safety and effectiveness of new and emerging medical technologies. The panel meets monthly to review and update coverage policies.	All Medical Products

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7.	The 24-Hour Health Information Line SM is a service that provides twenty-four (24) hour toll free access to nurses, who provide answers to healthcare questions, recommend appropriate settings for care and assist Participants in locating physicians. It also includes access to an extensive audio library on a wide range of medical topics.	All Medical Products
8.	Cigna LifeSOURCE Transplant Network® contracts with more than one hundred sixty-five (165) independent transplant facilities which includes over seven hundred fifty (750) transplant programs and provides access to solid organ and bone marrow/stem cell transplantation while improving cost containment and reducing financial risk.	All Medical Products
9.	A health education program that delivers mailings to Members with certain conditions.	All Medical Products Except Comprehensive and Indemnity
10.	If behavioral health services are provided/arranged by Cigna Behavioral Health (CBH), CBH provides utilization review and case management for inpatient in-network behavioral health services.	OAP Products Only CA/NC/VI Members
11.	If behavioral health services are provided/arranged by Cigna Behavioral Health (CBH), CBH provides utilization review and case management for both inpatient and outpatient, in-network behavioral health services.	Effective (07/01/2018 – 08/31/2018) PPO, HSA OAP and HRA OAP (All Members) OAP (Non CA/NC/VI Members) Effective 09/01/2018 OAP (Non CA/NC/VI Members)
12.	Implement clinical quality measurements, track and validate performance and initiate continuous quality improvement.	All Medical Products Except Comprehensive and Indemnity
13.	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	All Medical Products Except Comprehensive and Indemnity

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NETWORK MANAGEMENT SERVICES		
	CHLIC, and/or its affiliates or contracted vendors shall:	
1.	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others; In addition, CHLIC may contract with Participating Providers and other parties (for example Independent Practice Associations) for performance-based incentive payments to promote quality of care, patient safety and cost efficiency.	All Medical Products
2.	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	All Medical Products
3.	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	All Medical Products
4.	Facilitate the identification of Participating Providers by Members; and	All Medical Products
5.	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Medical Products
6.	Access to online and/or on demand medical and health-related consultations via secure telecommunications technologies, telephones and internet where permitted only when delivered by a CHLIC contracted medical Telehealth network of providers (see details on myCigna.com).	All Medical Products
BEHAVIORAL HEALTH Effective (07/01/2018 – 08/31/2018)		
	CHLIC has contracted with an affiliate, Cigna Behavioral Health ("CBH"), to provide or arrange for the provision of managed in-network behavioral health services, CBH is a Participating Provider, and is reimbursed primarily on a monthly fixed fee basis This fixed fee for CBH services will be paid as claims and will appear in Employer's monthly reporting and on financial documents. Such payments will be at the relevant monthly rates then in effect. The monthly rates paid to CBH vary depending on geographic location of Members and on benefit design, and may be subject to change. The rates will be made available upon request. The fixed fee also includes lifestyle management programs and a cognitive behavioral modification program. Behavioral claims from a client specific network are not included in the behavioral monthly fixed fee and will be paid from the Bank Account. In some states, payment for behavioral health services must be paid on a fee-for-service basis. In these states, fee-for-service payments for behavioral health services and the CBH administrative fee (including the lifestyle management programs and a cognitive behavioral modification program) will be paid from the Bank Account as claims and will appear in Employer's monthly reporting.	These services are included in the following products OAP, HRA OAP, HSA OAP and PPO

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BEHAVIORAL HEALTH
Effective 09/01/2018

CHLIC has contracted with an affiliate, Cigna Behavioral Health ("CBH"), to provide or arrange for the provision of managed in-network behavioral health services, CBH is a Participating Provider, and is reimbursed primarily on a monthly fixed fee basis. This fixed fee for CBH services will be paid as claims and will appear in Employer's monthly reporting and on financial documents. Such payments will be at the relevant monthly rates then in effect. The monthly rates paid to CBH vary depending on geographic location of Members and on benefit design, and may be subject to change. The rates will be made available upon request. The fixed fee also includes lifestyle management programs and a cognitive behavioral modification program. Behavioral claims from a client specific network are not included in the behavioral monthly fixed fee and will be paid from the Bank Account. In some states, payment for behavioral health services must be paid on a fee-for-service basis. In these states, fee-for-service payments for behavioral health services and the CBH administrative fee (including the lifestyle management programs and a cognitive behavioral modification program) will be paid from the Bank Account as claims and will appear in Employer's monthly reporting.

**These services are included
in the following products
OAP**

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CIGNA STAFF MODEL HEALTHPLAN SERVICES	
<p>The Cigna HealthCare of Arizona, Inc. staff model ("Cigna Medical Group") is a Participating Provider located in metropolitan Phoenix, Arizona. Plan Participants may at some time receive treatment from a Cigna Medical Group ("CMG") facility or provider even if they do not reside in Arizona (as when traveling). Plan Participants utilizing the IPA network will access certain specialty and/or ancillary services (including laboratory and urgent care services) through the CMG system. Lab services are not provided by CMG for Participants in PPO or EPO plans.</p> <p>Except as provided below, for covered services provided to Participants, CMG is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached. A complete copy of the rates is available on request under a mutually agreed nondisclosure agreement (NDA).</p> <p>If the Plan requires Participants to select a primary care physician (PCP), Phoenix area Participants who do not select a PCP during open enrollment may be assigned to a CMG PCP. CMG is paid for PCP-required Plans at the rates in effect at the time of service.</p> <p>Primary care services rendered to Participants in Open Access or LocalPlus Plans that do not provide for PCP assignment are paid at the rates then in effect, as described above.</p> <p>CMG may also receive applicable performance-based incentive payments for its participation in programs designed to improve quality, patient safety and affordability.</p>	<p>All Medical Products</p>

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**Effective (07/01/2018 – 08/31/2018)
CIGNA HEALTHCARE OF ARIZONA - CIGNA MEDICAL GROUP (CMG)
REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES**

EFFECTIVE JUNE 1, 2016

(Applicable to all PPO and EPO Products)

Department	CPT Code*	Description	Rate
All Departments	99213	OFFICE VISIT,EST EXP PROB FOC	\$65.80
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	\$102.94
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	\$85.77
Ophthalmology	66984	REMOVE CATARACT, INSERT LEN- Professional Fee only, at a facility	\$700.01
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	\$39.95
Radiology	71020	CHEST X-RAY, PA & LAT	\$30.38
Radiology	G0202 + 77052	SCREENING MAMMOGRAPHY DIGITAL	\$141.02
General Surgery	47562	LAPAROSCOPY;CHOLECYSTECTOMY- Professional Fee only, at a facility	\$837.79
Optometry	92014	EYE EXAM & TREATMENT	\$109.35
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		\$469.00
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 8		\$1,104.00

* Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). Cigna Medical Group refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays CMG for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its IPA providers.

The Urgent Care case rate excluding radiology and laboratory services is \$115.

CMG pharmacy rates (30-day supply):

Brand Name: AWP – 10.56% + \$2.75 dispensing fee

Generic: AWP – 35% + \$2.75 dispensing fee

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**CIGNA HEALTHCARE OF ARIZONA - CIGNA MEDICAL GROUP (CMG)
REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES**

EFFECTIVE JUNE 1, 2016

(Applicable to all Open Access Plus Products)

Department	CPT Code	Description	OAP Rate
All Departments	99213	OFFICE VISIT, EST EXP PROB FOC	\$65.80
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	\$102.94
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	\$85.77
Ophthalmology	66984	REMOVE CATARACT, INSERT LEN- Professional Fee only, at a facility	\$700.01
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	\$39.95
Radiology	71020	CHEST X-RAY, PA & LAT	\$30.38
Radiology	G0202 + 77052	SCREENING MAMMOGRAPHY DIGITAL	\$141.02
General Surgery	47562	LAPAROSCOPY; CHOLECYSTECTOMY- Professional Fee only, at a facility	\$837.79
Optometry	92014	EYE EXAM & TREATMENT	\$109.35
Lab	80053	COMPREHENSIVE METABOLIC PANEL	\$14.87
Lab	80061	LIPID PANEL	\$18.85
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		\$469.00
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 8		\$1,104.00

** Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). Cigna Medical Group refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays CMG for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its IPA providers.*

The Urgent Care case rate excluding radiology and laboratory services is \$115.

CMG pharmacy rates (30-day supply):

Brand Name: AWP – 10.56% + \$2.75 dispensing fee

Generic: AWP – 35% + \$2.75 dispensing fee

Exhibit C – Claim Audit Agreement (Sample)

- A. WHEREAS, Cigna Health and Life Insurance Company ("CHLIC") desires to cooperate with requests by _____ ("Employer") to permit an audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CHLIC and Employer;
- B. WHEREAS, _____ ("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by CHLIC;
- C. WHEREAS, the Auditor and the Employer recognize CHLIC's legitimate interests in maintaining the confidentiality of its claim information, protecting its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability; and

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CHLIC, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CHLIC in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

- a. the name, title and professional qualifications of individual Auditors;
- b. the Claim Office locations, if any, to be audited;
- c. the Audit objectives;
- d. the scope of the Audit (time period, lines of coverage and number of claims);
- e. the process by which claims will be selected for audit;
- f. the records/information required by the Auditor for purposes of the Audit; and
- g. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

CHLIC will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which are necessary to protect CHLIC's legal and business interests identified in paragraph C above.

3. Access to Information

CHLIC will make the records/information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

4. Audit Report

The Auditor will provide CHLIC with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to CHLIC at the same time that the Audit findings and the Audit Report are submitted to the Employer.

5. Comment on Audit Report

CHLIC reserves the right to provide the Auditor and the Employer with its comments on the findings and, if applicable, the Audit Report.

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6. Confidentiality

The Auditor understands that CHLIC is permitting the Auditor to review the claim records/information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

- a. The Auditor shall not make photocopies or remove any of the claim records/information without the express written consent of CHLIC;
- b. The Auditor agrees that its Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.

7. Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from CHLIC during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of CHLIC executed by an officer of CHLIC, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless CHLIC for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 6 and 7 of this Agreement or from CHLIC's provision of information to the Auditor. The Employer authorizes CHLIC to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CHLIC may terminate this Agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this Agreement.

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Cigna Health and Life Insurance Company

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Employer: _____

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Auditor: _____

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Exhibit D – Privacy Addendum
("Business Associate Agreement")

I. GENERAL PROVISIONS

Section 1. Effect. As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of (as applicable) the Administrative Services Only Agreement and/or Flexible Spending Account or Reimbursement Accounts Administrative Services Agreement to which this Addendum is attached, including all exhibits or other attachments to, and all documents incorporated by reference in, any such applicable agreements (individually and collectively any such applicable agreements are referred to as the "**Agreement**"). This Addendum sets out terms and provisions relating to the use and disclosure of Protected Health Information ("**PHI**") without written authorization from the Individual. To the extent there is a conflict between the Agreement and this Addendum, this Addendum shall control.

Section 2. Amendment to Comply with Law. CHLIC, on behalf of itself and its affiliates and subsidiaries that perform services under the Agreement (collectively referred to as "**CHLIC**"), Employer (also referred to as "**Plan Sponsor**"), and the group health plan that is the subject of the Agreement (also referred to as the "**Plan**") agree to amend this Addendum to the extent necessary to allow either the Plan or CHLIC to comply with applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 to 164) ("**HIPAA Privacy and Security Rules**").

Section 3. Relationship of Parties. The parties intend that CHLIC is an independent contractor and not an agent of the Plan or the Plan Sponsor.

II. PERMITTED USES AND DISCLOSURES BY CHLIC

Section 1. Uses and Disclosures Generally. Except as otherwise provided in this Addendum, CHLIC may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Plan. CHLIC shall not further use or disclose PHI other than as permitted or required by this Addendum, or as required by law.

Section 2. To Carry Out Plan Obligations. To the extent CHLIC is to carry out one or more of the Plan's obligations under Subpart E of 45 C.F.R. Part 164, CHLIC agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.

Section 3. Management and Administration.

- (A) CHLIC may use PHI for the proper management and administration of CHLIC or to carry out the legal responsibilities of CHLIC.
- (B) CHLIC may disclose PHI for the proper management and administration of CHLIC, provided that disclosures are: (a) required by law; or (b) CHLIC obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies CHLIC of any

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instances of which it is aware in which the confidentiality of the information has been breached.

- (C) CHLIC may use or disclose PHI to provide Data Aggregation services relating to the Health Care Operations of the Plan, or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.

Section 4. Required or Permitted By Law. CHLIC may use or disclose PHI as required by law or permitted by 45 C.F.R. §164.512.

III. OTHER OBLIGATIONS AND ACTIVITIES OF CHLIC

Section 1. Receiving Remuneration in Exchange for PHI Prohibited. CHLIC shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 C.F.R. §164.508, that specifies whether PHI can be exchanged for remuneration by the entity receiving PHI of that individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 2. Limited Data Set or Minimum Necessary Standard and Determination. CHLIC shall, to the extent practicable, limit its use, disclosure or request of Individuals' PHI to the minimum necessary amount of Individuals' PHI to accomplish the intended purpose of such use, disclosure or request and to perform its obligations under the underlying Agreement and this Addendum. CHLIC shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure.

Section 3. Security Standards. CHLIC shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 4. Protection of Electronic PHI. With respect to Electronic PHI, CHLIC shall:

- (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that CHLIC creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards;
- (B) Ensure that any agent or subcontractor to whom CHLIC provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and,
- (C) Promptly report to the Plan any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the HIPAA Security Rule. In the event of a Security Incident, CHLIC shall report to the Plan in writing (i) any actual, successful Security Incident within ten (10) business days of the date on which CHLIC first becomes aware of such actual, successful Security Incident and (ii) to the extent commercially reasonable, the Plan may request CHLIC to report in writing attempted but unsuccessful Security Incidents involving PHI of which CHLIC becomes aware, provided however that such reports are not required for trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events.

Section 5. Reporting of Violations. CHLIC shall report to the Plan any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. CHLIC agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware.

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Administrative Services Only Agreement**

Section 6. Security Breach Notification. CHLIC will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten (10) business days after CHLIC's discovery of same. This notification will include, to the extent known:

- i. the names of the individuals whose PHI was involved in the Breach;
- ii. the circumstances surrounding the Breach;
- iii. the date of the Breach and the date of its discovery;
- iv. the information Breached;
- v. any steps the impacted individuals should take to protect themselves;
- vi. the steps CHLIC is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,
- vii. a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, CHLIC is not the agent of the Plan or the Employer (as "agent" is defined under common law). CHLIC will investigate Breaches, assess their impact under applicable state and federal law, including HITECH, and make a recommendation to the Plan as to whether notification is required pursuant to 45 C.F.R. §§164.404-408 and/or applicable state breach notification laws. With the Plan's prior approval, CHLIC will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media – as the Plan is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. §§164.404-408). In the event of a Breach affecting multiple CHLIC clients where CHLIC believes notification to affected individuals is required in accordance with applicable law, CHLIC reserves the right to issue notifications to the affected individuals without Plan approval.

CHLIC will pay the costs of issuing notices required by law and other remediation and mitigation which, in CHLIC's discretion, are appropriate and necessary to address the Breach. CHLIC will not be required to issue notifications that are not mandated by applicable law. CHLIC shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 C.F.R. §164.408(c).

Section 7. Disclosures to and Agreements with Third Parties. CHLIC agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of CHLIC agree to the same restrictions, conditions and requirements that apply to CHLIC with respect to such information.

Section 8. Access to PHI. CHLIC shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the time and manner required in 45 C.F.R. §164.524.

Section 9. Availability of PHI for Amendment. CHLIC shall respond to a request by an Individual for amendment to such Individual's PHI contained in a Designated Record Set in the time and manner required in 45 C.F.R. §164.526.

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Section 10. Right to Confidential Communications and to Request Restriction of Disclosures of PHI. CHLIC shall respond to a request by an Individual for confidential communications or to restrict the uses and disclosures of PHI contained in such Individual's Designated Record Set in the time and manner required by 45 C.F.R. §164.522. CHLIC shall not be obligated to agree to, or implement, any restriction, if such restriction would hinder Health Care Operations or the provision of the functions, activities or services, unless such restriction would otherwise be required by 45 C.F.R. § 164.522(a).

Section 11. Accounting of PHI Disclosures. CHLIC shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the time and manner required in 45 C.F.R. §164.528.

Section 12. Availability of Books and Records. CHLIC hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by CHLIC on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

Section 13. Standard Transactions. CHLIC certifies that it conducts any applicable transactions that are subject to the HIPAA standard transaction rules (45 C.F.R. Parts 160-164) as required under such rules.

IV. TERMINATION OF AGREEMENT WITH CHLIC

Section 1. Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by the Plan upon prior written notice to CHLIC in the event that CHLIC materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice.

If CHLIC knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, CHLIC shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, CHLIC may terminate the Agreement at the end of such period.

Section 2. Use and Disclosure of PHI upon Termination. The parties hereto agree that it is not feasible for CHLIC to return or destroy PHI at termination of the Agreement; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and CHLIC shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

V. OBLIGATIONS OF THE PLAN AND PLAN SPONSOR

Section 1. Disclosures Generally. Except as otherwise provided for in this Addendum, the Plan will not request that CHLIC use or disclose PHI in any manner that would not be permissible under HIPAA or HITECH if done by the Plan.

Section 2. Disclosures to the Plan or Third Parties. To the extent the Plan requests that CHLIC disclose PHI either to the Plan or to a third party business associate acting for the Plan, the Plan represents and warrants that:

- (A) It only will request PHI for the purposes of Treatment, Payment, or Health Care Operations, or another permitted purpose under the HIPAA Privacy Rule;
- (B) The information requested is the minimum necessary to achieve the purpose of the disclosure; and
- (C) If the PHI is to be disclosed to a third party, the Plan has a business associate agreement in place with the third party.

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Section 3. Disclosure to Plan Sponsor. To the extent the Plan requests that CHLIC disclose PHI to the Plan Sponsor, the Plan and Plan Sponsor each represent and warrant that:

(A) The information only will be used for one of the following purposes:

- i. Plan Administration functions, as defined by the HIPAA Privacy Rule, and that the Plan Sponsor has executed the required plan amendment and certification allowing the disclosure, as set out in the HIPAA Privacy Rule;
- ii. Enrollment functions, provided the information to be disclosed is limited to enrollment and disenrollment information; or
- iii. To amend, modify, or terminate the Plan, or to obtain premium bids to provide health insurance coverage under the Plan, provided the information to be disclosed is limited to Summary Health Information, as defined in the HIPAA Privacy Rule; and

(B) The information requested is the minimum necessary to achieve the purpose of the disclosure.

VI. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum shall have the meanings ascribed to them by HIPAA and HITECH including their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Addendum will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in HIPAA and HITECH. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule or HITECH means the section then in effect, as amended.

“Breach” means the unauthorized acquisition, access, use or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of CHLIC if such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with CHLIC; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by CHLIC to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used or disclosed without authorization by any person.

“Business Associate” means CHLIC.

“Covered Entity” means the Plan.

“Designated Record Set” shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication and case or medical management record systems maintained by CHLIC for the Plan, or used, in whole or in part, by CHLIC or the Plan to make decisions about Individuals.

“Effective Date” shall mean the earliest date by which CHLIC and the Plan must enter into a business associate agreement under 45 C.F.R. Part 164.

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“Electronic Protected Health Information” shall mean PHI that is transmitted by, or maintained in, electronic media as that term is defined in 45 C.F.R. §160.103.

“Limited Data Set” shall have the same meaning as the term “limited data set” as set forth in 45 C.F.R. §164.514(e)(2).

“Protected Health Information” or **“PHI”** shall have the same meaning as set forth at 45 C.F.R. §160.103.

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

“Security Incident” shall have the same meaning as the term “security incident” as set forth in 45 C.F.R. §164.304.

“Unsecured Protected Health Information” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of ARRA.

Exhibit E – Conditional Claim/Subrogation Recovery Services

I. Plans Without CHLIC Stop Loss Coverage

If Employer has not purchased individual or aggregate stop loss coverage from CHLIC or an affiliated Cigna company with respect to its self-funded employee welfare benefit plan:

- A. All conditional claim payment and/or subrogation recoveries under the Plan will be handled by the entity checked below;
 - Employer
 - An independent recovery vendor whose name and address follow:
 - Name:
 - Address:
 - CHLIC and its subcontractor(s)

- B. If Employer has designated CHLIC and its subcontractors to act as its recovery agent in paragraph I.A. above, then:
 - i. Employer hereby confers upon CHLIC and its subcontractors' discretionary authority to reduce recovery amounts by as much as fifty percent (50%) of the total amount of benefits paid on Employer's behalf, and to enter into binding settlement agreements for such amounts.
 - ii. In the event a settlement offer represents a reduction greater than the percentage identified above, CHLIC and its subcontractors should seek settlement advice from:
 - Name:
 - Title:
 - Address:
 - Telephone:
 - iii. All amounts reimbursed to Employer's Bank Account shall be refunded at the gross amount. CHLIC's and its subcontractors' subrogation administration fee on cases where CHLIC and its subcontractors' have retained counsel and in cases where no counsel has been retained by CHLIC and its subcontractors are both reflected in the Schedule of Financial Charges.

- C. Except where agreed to by CHLIC and Employer, CHLIC and its subcontractors shall have no duty or obligation to represent Employer in any litigation or court proceeding involving any matter which is the subject of this Agreement, but shall make available to Employer and/or Employer's counsel such information relevant to such action or proceeding as CHLIC and its subcontractors may have as a result of its handling of any matter under this Agreement.

- D. In the event Employer purchases individual or aggregate stop loss coverage from CHLIC or an affiliate with respect to its self-funded employee welfare benefit plan at any time during the life of this Agreement, the provisions of paragraph II., below, shall control.

II. Plans with CHLIC Stop Loss Coverage

If Employer has purchased individual or aggregate stop loss coverage from CHLIC or an affiliate with respect to its self-funded employee welfare benefit plan:

- A. CHLIC and its subcontractors shall have the right and responsibility to manage all conditional claim payment and/or subrogation recoveries under the Plan. CHLIC and its subcontractors shall reimburse to the Plan the recovery minus relevant individual and aggregate stop loss payments made by CHLIC.
- B. All amounts reimbursed to Employer's Bank Account shall be refunded at the gross amount. CHLIC's and its subcontractors' subrogation administration fee on cases where CHLIC and its subcontractors' have retained counsel and in cases where no counsel has been retained by CHLIC and its subcontractors, are both reflected in the Schedule of Financial Charges.
- C. CHLIC and its subcontractors shall have no duty or obligation to represent Employer in any litigation or court proceeding involving any matter which is the subject of this Agreement but shall make available to Employer and/or Employer's counsel such information relevant to such action or proceeding as CHLIC and its subcontractors may have as a result of its handling of any matter under this Agreement. Notwithstanding the foregoing, CHLIC and its subcontractors reserve to itself the right to retain counsel to represent CHLIC's own interests in any subrogation and/or conditional claim recovery action under the Plan.



City of Bridgeport
Labor Relations and Benefits Administration

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Joseph P. Ganim
Mayor

Janene Hawkins
Director

Richard D. Weiner
Benefits Manager

COMM. 06-18 Ref'd to Contracts Committee on 12/17/2018.

December 10, 2018

Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please an original and thirteen copies of Dental Administrative Services Only Agreement between the City and Cigna Health and Life Insurance Company.

The term of the Agreement is from July 1, 2018 through June 30, 2021.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of December 17, 2018.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
CITY CLERKS OFFICE
18 DEC 10 AM 9:32
ATTEST
CITY CLERK

Dental Administrative Services Only Agreement

By and Between

**City of Bridgeport and Bridgeport BOE
"Employer"**

And

**Cigna Health and Life Insurance Company
"CHLIC"**

Effective Date: July 1, 2018

**EXCEPT AS PROVIDED BY APPLICABLE LAW, THIS AGREEMENT AND ITS TERMS ARE
PROPRIETARY AND CANNOT BE DISCLOSED WITHOUT THE PERMISSION OF EACH OF THE
PARTIES**

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Administrative Services Only Agreement**

THIS AGREEMENT, effective July 1, 2018 (the “**Effective Date**”) is by and between City of Bridgeport and Bridgeport BOE (“**Employer**”) and Cigna Health and Life Insurance Company (“**CHLIC**”).

RECITALS:

WHEREAS, Employer, as Plan sponsor, has adopted the benefit described in Exhibit A, as may be amended, (“**Plan**”) for certain of its employees/members and their eligible dependents (collectively “**Members**”); and

WHEREAS, Employer has requested CHLIC to furnish certain administration services in connection with the Plan (for its own internal purposes, CHLIC identifies Employer’s account by the following number 3213172).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Definitions

Agreement means this entire document including the Schedule of Financial Charges and all Exhibits and Addenda.

Applicable Law means the state, federal and international laws and regulations that apply. Applicable Law includes but is not limited to the Employee Retirement Income Security Act of 1974 (“**ERISA**”), the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Foreign Corrupt Practices Act (“**FCPA**”) and any other anti-bribery or anti-corruption laws in the countries where the Parties conduct business. CHLIC acknowledges that Employer’s Plan may not be subject to ERISA.

Bank Account means a benefit plan account with a bank designated by CHLIC; established and maintained by Employer in its or a nominee’s name.

ERISA means the Employee Retirement Income Security Act of 1974, as amended and related regulations. CHLIC acknowledges that Employer’s Plan may not be subject to ERISA.

Extra-Contractual Benefits means payments which Employer has instructed CHLIC to make for health care services and/or products that CHLIC has determined are not covered under the Plan.

Member means a person eligible for and enrolled in the Plan as an employee or dependent.

Participant/Participating Members means Member(s) who is (are) participating in a specific program and/or product available to Members under the Plan.

Participating Providers means providers of health care services and/or products, who/which contract directly or indirectly with CHLIC to provide services and/or products to Members.

Party/Parties means Employer and CHLIC, each a “Party” and collectively, the “Parties”.

Plan Benefits means amounts payable under the terms of the Plan for expenses incurred by Members for services/items covered under the Plan.

Plan Year means the twelve (12) month period, beginning on the Effective Date and, thereafter, each subsequent twelve (12) month period.

Run-Out Claims means claims for Plan Benefits relating to health care services and products that are incurred but not processed prior to termination or expiration of this Agreement; termination of a Plan benefit option or termination of eligible Members, as applicable.

Subscriber means the Member whose employment or participation is the basis for eligibility under the Plan.

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Administrative Services Only Agreement**

Section 1. Term and Termination of Agreement

This Agreement is effective on the Effective Date and shall remain in effect until June 30, 2021 unless terminated as of the earliest of the following dates:

- i. The date which is at least sixty (60) days from the date that either Employer or CHLIC provides written notice to the other of termination of this Agreement;
- ii. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;
- iii. The date upon which is three (3) business days after receipt by Employer of written notice from CHLIC that Employer has failed to fund the Bank Account as required by this Agreement;
- iv. The date which is fifteen (15) business days after which Employer has failed to pay CHLIC any charges identified in this Agreement when due provided CHLIC notifies Employer of its election to terminate;
- v. Any other date mutually agreed upon by Employer and CHLIC.

Section 2. Claim Administration and Additional Services

- a. While this Agreement is in effect, CHLIC shall, consistent with, the claim administration policies and procedures then applicable to its own health care insurance business (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.
- b. Following (i) termination of this Agreement, except pursuant to Section 1.iii and 1.iv; (ii) termination of a Plan benefit option or (iii) termination of eligible Members, if any required fees have been paid in full, CHLIC shall process Run-Out Claims for the applicable Run-Out Period (Refer to Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, CHLIC shall cease processing Run-Out Claims and, subject to the requirements of Section 6.b, promptly make all relevant records in its possession relating to such claims, other than CHLIC's proprietary information, reasonably available to Employer or Employer's designee. CHLIC is not required to provide proprietary information to Employer or any other party.
- c. Employer hereby delegates to CHLIC the authority, responsibility and discretion to determine coverage under the Plan based on the eligibility and enrollment information provided to CHLIC by Employer. Employer also hereby delegates to CHLIC the authority, responsibility and discretion to (i) make factual determinations and to interpret the provisions of the Plan to make coverage determinations on claims for Plan Benefits, (ii) conduct a full and fair review of each claim which has been denied as defined by ERISA, (iii) decide level one mandatory appeals of "Urgent Care Claims" "Concurrent", "Pre-service" and "Post-service" claims (as those terms are defined under ERISA) and notify the Member or the Member's authorized representative of its decision. Employer will ensure that all summary plan description materials provided to Members reflect this delegation of discretionary authority.
- d. In addition to the basic claim administrative duties described above, CHLIC shall also perform the Plan-related administrative duties agreed upon by the Parties and specified in Exhibit B. Unless otherwise agreed to in writing by CHLIC, all services identified in this Agreement shall be provided by CHLIC on an exclusive basis with respect to that portion of the Plan administered by CHLIC pursuant to this Agreement.

Section 3. Funding and Payment of Claims

- a. Employer shall establish a Bank Account, and maintain in the Bank Account an amount sufficient at all times to fund payments from it for the following (collectively “**Bank Account Payments**”): (i) Plan Benefits; (ii) those charges and fees identified in the Schedule of Financial Charges as payable through the Bank Account and (iii) any sales or use taxes, or any similar benefit- or Plan-related charge or assessment however denominated, which may be imposed by any governmental authority. Bank Account Payments may include without limitation: (a) fixed per person payments and pay-for-performance payments to Participating Providers; (b) amounts owed to CHLIC; and (c) amounts paid to CHLIC’s affiliates and/or subcontractors for, among other things, network access or in- and out-of network health care services/products provided to Members. CHLIC may credit the Bank Account with payments due Employer under a stop loss policy issued by CHLIC or an affiliate.
- b. CHLIC, as agent for the Employer, shall make Bank Account Payments from the Bank Account, in the amount CHLIC reasonably determines to be proper under the Plan and/or under this Agreement.
- c. In the event that sufficient funds are not available in the Bank Account to pay all Bank Account Payments when due, CHLIC shall cease to process claims for Plan Benefits including Run-Out Claims.
- d. CHLIC will promptly adjust any underpayment of Plan Benefits or pay-for-performance payments by drawing additional funds due the claimant from the Bank Account. In the event CHLIC determines that it has overpaid a claim for Plan Benefits or paid Plan Benefits to the wrong party, it shall take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to recover the overpayments of Plan Benefits. CHLIC shall also take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to collect pay-for-performance payments due to Employer or to recover pay-for-performance overpayments (collectively “Pay-for-Performance Recoveries”). CHLIC shall not be required to initiate court, mediation, arbitration or other administrative proceedings to recover any overpayment of Plan Benefits or to collect or recover Pay-for-Performance Recovery. However, when it elects to do so, CHLIC is expressly authorized by Employer to take all actions on behalf of the Employer and/or the Plan to pursue overpayment recovery of Plan Benefits or to collect or recover Pay-for-Performance Recovery including, but not limited to, retaining counsel, settling and compromising claims or Pay-for-Performance Recoveries, in which case CHLIC shall be responsible for the attorney fees, court costs or arbitration fees incurred by CHLIC in the specific overpayment recovery action of Plan Benefits (not applicable to subrogation or conditional claim payment recoveries) or to collect or recover Pay-for-Performance Recovery, but not any other associated third party costs absent consent of CHLIC. CHLIC shall not be responsible for reimbursing any unrecovered payments of Plan Benefits or Pay-for-Performance Recoveries unless made as a result of its gross negligence or intentional wrongdoing.
- e. Employer shall promptly reimburse CHLIC for any Bank Account Payments paid by CHLIC with its own funds on Employer’s behalf and no such payment by CHLIC shall be construed as an assumption of any of Employer’s liability for such Bank Account Payments.
- f. Following termination of this Agreement, Employer shall remain liable for payment of all Plan Benefits and other due Bank Account Payments and for all reimbursements due Members under the Plan.

This Section 3 shall survive termination of this Agreement.

Section 4. Charges

- a. Charges. CHLIC shall provide to Employer a monthly statement of all charges Employer is obligated to pay under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due on the first

**Client Name: City of Bridgeport and Bridgeport BOE
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day of the month, as indicated on the monthly statement. Payments received after the last day of the month in which they are due, shall be subject to late payment charges, from the due date at a rate calculated as follows: the one (1) year Treasury constant maturities rate for the first week ending in January plus five percent (5%). For purposes of calculating late payment charges, payments received will be applied first to the oldest outstanding amount due. CHLIC may reasonably revise the methodology for calculating late payment charges upon thirty (30) days' advance written notice to Employer.

- b. Changes – Additions and Terminations. If a Subscriber's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Subscriber shall be due for that Subscriber for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Subscriber, no charges shall be due for that Subscriber for that month.
- c. Retroactive Changes and Terminations. Employer shall remain responsible for all applicable charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member. However, if the change or termination would result in a reduction in charges, CHLIC shall credit to Employer the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date CHLIC processes the notice, or (b) the period from the date of the change or termination to the date CHLIC processes the notice.

This Section 4 shall survive termination of this Agreement.

Section 5. Enrollment and Determination of Eligibility

- a. Eligibility Determinations and Information. Employer is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, CHLIC shall rely upon enrollment and eligibility information provided by the Employer and CHLIC shall have no liability for administering the plan in reliance upon enrollment and eligibility information provided by Employer. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly on a monthly basis (unless otherwise agreed to in writing by CHLIC) to CHLIC in a format and with such other information as reasonably may be required by CHLIC for the proper administration of the Plan. . Subject to CHLIC's right to modify charges for certain changes in the number of enrolled members, authorized by Section 8.a hereof, Employer may add and delete Members by notifying CHLIC as set forth herein, which addition and deletion may include persons who were or become eligible to be covered by the Plan because they are in certain "bargaining units" that the Employer has determined are joining or leaving the Plan.
- b. Release of Liability. Notwithstanding any inconsistent provision of this Agreement to the contrary, if Employer, fails to provide CHLIC with accurate enrollment and eligibility information, benefit design requirements, or other agreed-upon information in CHLIC's standard timeframe and format, CHLIC shall have no liability under this Agreement for any act or omission by CHLIC, or its employees, affiliates, subcontractors, agents or representatives, directly or indirectly caused by such failure.
- c. Reconciliation of Eligibility and Information and Default Terminations. CHLIC will periodically share potential discrepancies in eligibility information with Employer. Employer will review and reconcile any discrepancies within thirty (30) days of receipt and provide CHLIC corrected eligibility information. If Employer fails to timely do so, CHLIC may terminate coverage for any Member not listed as eligible in Employer's submitted eligibility information.

Section 6. Claim Audits and Confidentiality

- a. Claim Audit. Employer may, audit CHLIC's payment of Plan Benefits in accordance with the following requirements:
- i. Employer shall provide to CHLIC a scope of audit letter and the fully executed Claim Audit Agreement, a sample of which is attached hereto as Exhibit C, together with a forty-five (45) day advance written request for audit.
 - ii. Employer will designate with CHLIC's consent (which consent shall not to be unreasonably withheld) an independent, third-party auditor to conduct the audit (the "**Auditor**").
 - iii. Employer and CHLIC will agree upon the date for the audit during regular business hours at CHLIC's office(s).
 - iv. Except as otherwise agreed to by the parties in writing prior to the commencement of the audit, the audit shall be conducted in accordance with the terms of CHLIC's Claim Audit Agreement attached hereto as Exhibit C, which is hereby agreed to by Employer and which shall be signed by the Auditor prior to the start of the audit.
 - v. If the audit identifies any claim adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims reviewed and not upon statistical projections or extrapolations.
 - vi. Employer shall be responsible for its Auditor's costs.

Employer may (as determined by CHLIC based upon the resources required by the audit requested) be responsible for CHLIC's reasonable costs with respect to the audit, except that while this Agreement is in effect there shall be no additional cost to Employer for an audit of payment documents relating to a random, statistically valid sample of two-hundred twenty-five (225) claims paid during the two prior Plan years and not previously audited, provided that if Employer has five thousand (5,000) or more employees who are Members, Employer may conduct one such audit every Plan Year (but not within six (6) months of a prior audit); otherwise, Employer may conduct one such audit every two (2) Plan Years (but not within eighteen (18) months of a prior audit). In the event Employer requests to alter the scope of the claim audit, CHLIC will endeavor to reasonably accommodate the Employer's request, which may be subject to additional charges to be mutually agreed upon by the Employer and CHLIC prior to the start of the audit.

b. Confidentiality

- i. Subject to the requirements of Applicable Law, the terms of this Agreement and the Privacy Addendum in Exhibit D, a signed Business Associate agreement between Employer and its designee(s), and a signed Confidentiality Agreement between CHLIC and applicable designee(s). CHLIC shall release copies of confidential claims and Plan Benefit payment information in CHLIC's claims system ("**Confidential Information**") and may release copies of proprietary information relating to the Plan in CHLIC's claims system ("**Proprietary Information**") to the Employer and/or its designee(s). Employer agrees that Employer and its designee(s) will keep Confidential Information and Proprietary Information confidential and will use Confidential Information and Proprietary Information solely for the purpose of administering the Plan or as otherwise required by law. Employer is solely responsible for the consequences of any use, misuse, or disclosure of Confidential Information provided by CHLIC pursuant to this paragraph b.
- ii. CHLIC will maintain the confidentiality of all Protected Health Information in its possession in accordance with the Privacy Addendum in Exhibit D and any applicable state privacy laws, including, without limitation, 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.

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- c. Upon termination of this Agreement and subject to the provisions of Section 6.b above, CHLIC shall make information available, to the extent administratively feasible, if the Parties agree upon the charge to be paid by Employer.

The obligations set forth in this Section 6 (b), shall survive termination of this Agreement.

Section 7. Plan Benefit Liability

- a. Employer Liability for Plan Benefits. Employer is solely responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action. Employer is responsible for reimbursing CHLIC, its directors, officers and employees for any reasonable expense incurred (including reasonable attorneys' fees) by them in the defense of any action or proceeding involving a claim for Plan Benefits. CHLIC shall reasonably cooperate with Employer, in its defense of such actions.

If Employer directs CHLIC in writing to pay Extra-Contractual Benefits, Employer is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance provided by CHLIC or CHLIC affiliate or in determining any CHLIC or CHLIC affiliate risk-sharing or performance guarantee reimbursements. Employer shall reimburse CHLIC for any liability or expenses (including reasonable attorneys' fees) CHLIC may incur in connection with making such payments.

- b. Employer Liability for Plan-Related Expenses. Employer shall reimburse CHLIC for any amounts CHLIC may be required to pay (i) as state premium tax or any similar Plan-related tax, charge, surcharge or assessment, or (ii) under any unclaimed or abandoned property, or escheat law, with respect to Plan Benefits and any penalties and/or interest thereon.

The reimbursement obligations set forth in this Section 7 shall survive termination of this Agreement.

Section 8. Modification of Plan and Charges

- a. Except as may be otherwise provided in the Schedule of Financial Charges, CHLIC shall have the right to revise the charges identified in this Agreement (i) on the first anniversary of this Agreement and at any time thereafter by giving Employer at least sixty (60) days' prior written notice, but not more frequently than once in a twelve (12) month period, (ii) upon any modification or amendment of the benefits under the Plan, (iii) upon any variation of fifteen percent (15%) or more in the number of Members used by CHLIC to calculate its charges under this Agreement, and/or (iv) upon any change in law or regulation that materially impacts CHLIC's liabilities and/or responsibilities under this Agreement.
- b. Employer shall provide CHLIC written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow CHLIC to implement the modification or amendment. Employer and CHLIC shall agree upon the manner and timing of the implementation of such modification or amendment subject to CHLIC's system and operational capabilities.
- c. Employer is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

Section 9. Modification of Agreement

This Agreement and all exhibits addenda and other attachments hereto and other policies or standards of CHLIC referred to herein, constitute the entire contract between the Parties regarding the subject matter herein. Except, as otherwise provided herein, the provisions of this Agreement shall control in the event of a conflict with the terms of any

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other agreements. Except for changes to the charges identified in this Agreement, no modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties. The charges identified in this Agreement may be revised in accordance with Section 8 by CHLIC providing written notice to Employer and Employer indicating its acceptance of the modification either by paying the revised charges or failing to object to such revised charges in writing to CHLIC within thirty (30) days of receipt of such notice from CHLIC. The revised charges will be effective on the date indicated in CHLIC's written notice to Employer unless otherwise agreed to by CHLIC and Employer.

Section 10. Laws Governing Agreement

- a. This Agreement shall be construed in accordance with the laws of the State of Connecticut without regard to conflict of law rules, and both Employer and CHLIC consent to the venue and jurisdiction of its courts.
- b. The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements.

Section 11. Information in CHLIC Processing Systems

CHLIC may retain and use all Plan-related claim/payment information recorded/integrated into CHLIC's business records (including claim processing systems) in the ordinary course of business. Such information will be available to Employer pursuant to Section 6. CHLIC will retain such Plan-related claim/payment information in accordance with its record retention policy and Applicable Law.

Section 12. Resolution of Disputes

It is understood and agreed that any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("**Controversy**") shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

- a. Any Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall initiate Executive Review by giving the other Party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response. Both the notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.
- b. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request of Executive Review under Section 12.a, above, the disputing Party shall initiate mediation by providing written notice to the other Party, which shall be conducted in Bridgeport, Connecticut, in accordance with the American Arbitration Association Commercial Mediation Rules ("**Mediation**"). Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties.
- c. In the event that a Controversy has not been resolved by Executive Review or Mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 12.b above, in accordance with the American Arbitration Association Commercial Arbitration Rules, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this

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Agreement but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding except for violations of public policy as to which any party shall have a right to appeal, and no action at law or in equity may be instituted by any Party other than to enforce the award of the arbitrator.

- d. The Parties intend this dispute resolution procedure described above to be a private undertaking and agree that an arbitration conducted under this provision will not be consolidated with an arbitration involving other plans administered in whole or in part by CHLIC or other Cigna Corporation, or third parties not parties to this Agreement. The arbitrator will be without power to conduct arbitration on a class or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except the courts will decide those issues relating to the scope and enforceability of the arbitration provision.

This Section 12 shall survive termination of this Agreement.

Section 13. Third Party Beneficiaries

This Agreement is for the exclusive benefit of Employer and CHLIC. It shall not be construed to create any legal relationship between CHLIC and any other party.

Section 14. Waivers

No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default shall not be deemed a waiver of any other default.

Section 15. Headings

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 16. Severability

If any provision or any part of a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 17. Force Majeure

CHLIC shall not be liable for any failure to meet any of their obligations under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of CHLIC or their affiliates or subcontractors, its employees, officers, or directors. Such contingencies include, but are not limited to, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental actions, laws, ordinances, rules or regulations.

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Section 18. Assignment and Subcontracting

No Party may assign any right, interest, or obligation hereunder without the express written consent of the other Party; provided, however that CHLIC may assign any right, interest, or responsibility under this Agreement to its affiliates and/or subcontract specific obligations under this Agreement provided that CHLIC shall not be relieved of its obligations under this Agreement when doing so.

Section 19. Notices

Except as otherwise provided, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly made when (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) delivered electronically, or (d) deposited in the United States mail, postage prepaid, and addressed as follows:

To CHLIC:
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, CT 06152
Attention: Paul McCann, Risk & Underwriting Director

To Employer:
City of Bridgeport and Bridgeport BOE
45 Lyon Terrace
Bridgeport, CT 06604
Attention: Richard Weiner, Benefits Manager

The address to which notices or communications may be given by any Party may be changed by written notice given by one Party to the other pursuant to this Section.

Section 20. Identifying Information and Internet Usage

Except, as necessary in the performance of their duties under this Agreement, no Party may use the other's name, logo, service marks, trademarks or other identifying information or to establish a link to the other's World Wide Web site without its prior written approval.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement, to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below. Employer executes as the authorized representative of the Plan with respect to the Privacy Addendum to this Agreement.

Dated at _____, _____

CITY OF BRIDGEPORT AND BRIDGEPORT BOE

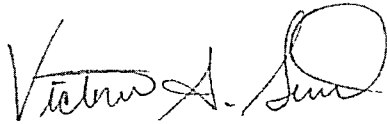
This ____ day of _____, _____

By: _____
Name:
Its
Duly Authorized

Dated at Hartford, Connecticut

CIGNA HEALTH AND LIFE INSURANCE COMPANY

This 5th day of December, 2018


By: _____
Name: Victoria A. Sirica
Its Contractual Agreement Unit Manager
Duly Authorized

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Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with CHLIC's then standard billing practices. However, CHLIC is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

DENTAL ADMINISTRATION CHARGES		
Product	Description	Charge
Dental	• Dental Preferred Provider Organization (DPPO)	\$1.99/employee/month
DENTAL NETWORK ACCESS FEE		
Product	Description	Charge
Dental	• DPPO Access Fee	\$0.25/employee/month Included in Dental Administration Charge
AMOUNTS OWED TO CHLIC		
Amounts paid by CHLIC with its own funds on behalf of Employer or the Plan with respect to charges for which Employer or the Plan is obligated to pay under this Agreement including Plan Benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments.		
FEES FOR PROCESSING RUN-OUT CLAIMS		
DPPO	Run-Out Period of twelve (12) months	No Additional Cost

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CHLIC DENTAL COST CONTAINMENT FEES		
Dental Cost Containment	<p>CHLIC administers the following program to contain costs with respect to charges for dental services that are covered by the Plan.</p> <p>Applies to 2nd tier of participating DPPO network providers and includes:</p> <ul style="list-style-type: none"> • Access to an additional network of DPPO dentists who provide care at a discounted rate. Lower out-of-pocket expenses for Members and additional claim savings for Employer when receiving covered services from these DPPO dentists. • CHLIC retains the percentage identified herein of Employer and/or Member gross savings for access and to cover the 2nd tier network administrative cost. • CHLIC calculates the percentage identified herein as fees charged on a pay-as-you save basis. If there is no savings, there is no fee charged to Employer. Gross savings are calculated by taking what the dental professional would have charged if not participating in the network minus the dentist's contracted fee. <p>The dental cost containment fee is charged to Employer via the appropriate Electronic Funds Transfer (EFT) cycle as a percent of the savings assessed weekly against the Bank Account and would appear on Bank Account activity report(s) as Vendor Fee Reimbursement.</p>	15% of gross savings
OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	<p>Fixed per person per period and fee-for-service charges for various vendors and other providers/arrangers of health care services and/or supplies will be paid as claims for Plan Benefits. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time. Additional details regarding charges and the identity of the vendor or provider of health care services will be made available upon request.</p>	All Products

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NOTICE REGARDING PAYMENTS FROM THIRD PARTIES		
	From time to time, CHLIC, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties to help defray CHLIC's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services provided to such parties by CHLIC. CHLIC may also receive compensation from third-party vendors that Employer may retain based upon a referral from CHLIC or that Members may utilize following an introduction facilitated by CHLIC or an affiliate.	All Products

Exhibit A - Plan Booklet

A "Plan Booklet" that describes the Plan Benefits and Members' rights and responsibilities under the Plan will be provided by Employer to CHLIC for its use in administering the Plan including denials and appeals of denials of claims for Plan Benefits. If Employer has not provided CHLIC with a copy of its finalized Plan Booklet by the time this Agreement is effective, CHLIC will administer the Plan in accordance with the Plan Benefits described in the Plan Booklet draft provided by CHLIC to Employer and Section 2 of this Agreement. CHLIC will continue to administer the Plan in this manner until CHLIC receives the finalized Plan Booklet and follows CHLIC's preparation and review process. After that time CHLIC will administer the Plan in accordance with Plan Benefits described in the finalized Plan Booklet and Section 2 of this Agreement.

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Exhibit B – Services

BANKING AND ADMINISTRATION		
Products excluding Health Savings Account		
1.	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
2.	Report to Employer the claim payment information required in connection with Section 6041 of the Internal Revenue Code.	All Products
3.	Where permitted and agreed to by CHLIC, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by Employer and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by CHLIC.	All Products
CLAIM ADMINISTRATION		
Products excluding Health Savings Account		
1.	Calculate benefits, check and/or electronic payments disbursed from Employer's Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	All Products
2.	CHLIC's generic claim forms are made available to Employer for individuals eligible to enroll in the Plan.	All Products
3.	CHLIC's Special Investigations Unit will investigate, pend, recommend denial of claims in whole or in part, and/or reprocess claims, as appropriate.	All Products
4.	Discuss claims, when appropriate, with providers of health services.	All Products
5.	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random sample basis.	All Products
6.	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 18 Report (or any applicable successor thereto).	All Products
7.	Respond to Insurance Department complaints.	All Products
8.	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Products
9.	Member Explanation of Benefit ("EOB") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	All Products (excluding Pharmacy)
10.	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	All Products

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Dental Only		
1.	CHLIC's generic enrollment form is made available to Employer for individuals eligible to enroll in the Plan.	All Dental Products
2.	CHLIC's generic ID cards are prepared and bulk shipped to the Employer's address to distribute to their employees.	All Dental Products
3.	Standard Dental predetermination of benefits for dental procedures on a voluntary basis.	All Dental Products
4.	When elected, the Cigna Oral Health Integration Program® (OHIP) includes the provision of administrative services necessary to provide eligible Members with certain health conditions enhanced dental benefits. The program covers the following conditions: Maternity, Diabetes, Cardiovascular Programs, cerebrovascular disease (stroke), chronic kidney disease, organ transplants and head/neck cancer radiation, and is aimed at improving overall health by encouraging Members to obtain needed dental treatment by providing enhanced benefits. As appropriate, OHIP may be expanded to include new procedures, conditions and programs in the future.	All Dental Products
PLAN BOOKLET		
Products excluding Health Savings Account		
	Prepare and make accessible Member benefit booklet drafts to Employer.	All Products
UNDERWRITING SERVICES		
1.	5500 Schedule C reporting.	All Products
2.	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	All Products
3.	CHLIC's standard Underwriting services: a) benefit design analysis-b) projected cost analysis.	All Products
HIPAA INDIVIDUAL RIGHTS		
Products excluding Health Savings Account		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and its Exhibits.	All Products
COST CONTAINMENT		
1.	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	All Dental Products
2.	Dental Cost Containment, a network of additional participating PPO providers that provide discounts for which CHLIC retains a portion of the savings generated.	All Dental Products
3.	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	All Dental Products

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CUSTOMER REPORTING		
1.	Summary reports of dental cost and utilization experience (where applicable), upon completion of internal report generation, are available through Cigna's web site, CignaAccess.com.	All Dental Products
NETWORK MANAGEMENT SERVICES		
	CHLIC, and/or its affiliates or contracted vendors shall:	
1.	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). In addition, CHLIC may contract with Participating Providers and other parties for performance-based incentive payments to promote quality of care, patient safety and cost efficiency;	All Dental Products
2.	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	All Dental Products
3.	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	All Dental Products
4.	Facilitate the identification of Participating Providers by Members; and	All Dental Products
5.	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Dental Products

Exhibit C – Claim Audit Agreement (Sample)

- A. WHEREAS, Cigna Health and Life Insurance Company ("CHLIC") desires to cooperate with requests by _____ ("Employer") to permit an audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CHLIC and Employer;
- B. WHEREAS, _____ ("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by CHLIC;
- C. WHEREAS, the Auditor and the Employer recognize CHLIC's legitimate interests in maintaining the confidentiality of its claim information, protecting its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability; and

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CHLIC, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CHLIC in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

- a. the name, title and professional qualifications of individual Auditors;
- b. the Claim Office locations, if any, to be audited;
- c. the Audit objectives;
- d. the scope of the Audit (time period, lines of coverage and number of claims);
- e. the process by which claims will be selected for audit;
- f. the records/information required by the Auditor for purposes of the Audit; and
- g. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

CHLIC will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which are necessary to protect CHLIC's legal and business interests identified in paragraph C above.

3. Access to Information

CHLIC will make the records/information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

4. Audit Report

The Auditor will provide CHLIC with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to CHLIC at the same time that the Audit findings and the Audit Report are submitted to the Employer.

5. Comment on Audit Report

CHLIC reserves the right to provide the Auditor and the Employer with its comments on the findings and, if applicable, the Audit Report.

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6. Confidentiality

The Auditor understands that CHLIC is permitting the Auditor to review the claim records/information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

- a. The Auditor shall not make photocopies or remove any of the claim records/information without the express written consent of CHLIC;
- b. The Auditor agrees that its Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.

7. Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from CHLIC during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of CHLIC executed by an officer of CHLIC, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless CHLIC for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 6 and 7 of this Agreement or from CHLIC's provision of information to the Auditor. The Employer authorizes CHLIC to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CHLIC may terminate this Agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this Agreement.

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Cigna Health and Life Insurance Company

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Employer: _____

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Auditor: _____

By: TO BE SIGNED AT TIME OF AUDIT
Duly Authorized

Print Name: _____

Title: _____

Date: _____

Exhibit D – Privacy Addendum
 (“Business Associate Agreement”)

I. GENERAL PROVISIONS

Section 1. Effect. As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of (as applicable) the Administrative Services Only Agreement and/or Flexible Spending Account or Reimbursement Accounts Administrative Services Agreement to which this Addendum is attached, including all exhibits or other attachments to, and all documents incorporated by reference in, any such applicable agreements (individually and collectively any such applicable agreements are referred to as the “**Agreement**”). This Addendum sets out terms and provisions relating to the use and disclosure of Protected Health Information (“**PHI**”) without written authorization from the Individual. To the extent there is a conflict between the Agreement and this Addendum, this Addendum shall control.

Section 2. Amendment to Comply with Law. CHLIC, on behalf of itself and its affiliates and subsidiaries that perform services under the Agreement (collectively referred to as “**CHLIC**”), Employer (also referred to as “**Plan Sponsor**”), and the group health plan that is the subject of the Agreement (also referred to as the “**Plan**”) agree to amend this Addendum to the extent necessary to allow either the Plan or CHLIC to comply with applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 to 164) (“**HIPAA Privacy and Security Rules**”).

Section 3. Relationship of Parties. The parties intend that CHLIC is an independent contractor and not an agent of the Plan or the Plan Sponsor.

II. PERMITTED USES AND DISCLOSURES BY CHLIC

Section 1. Uses and Disclosures Generally. Except as otherwise provided in this Addendum, CHLIC may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Plan. CHLIC shall not further use or disclose PHI other than as permitted or required by this Addendum, or as required by law.

Section 2. To Carry Out Plan Obligations. To the extent CHLIC is to carry out one or more of the Plan’s obligations under Subpart E of 45 C.F.R. Part 164, CHLIC agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.

Section 3. Management and Administration.

- (A) CHLIC may use PHI for the proper management and administration of CHLIC or to carry out the legal responsibilities of CHLIC.
- (B) CHLIC may disclose PHI for the proper management and administration of CHLIC, provided that disclosures are: (a) required by law; or (b) CHLIC obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies CHLIC of any instances of which it is aware in which the confidentiality of the information has been breached.

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“Electronic Protected Health Information” shall mean PHI that is transmitted by, or maintained in, electronic media as that term is defined in 45 C.F.R. §160.103.

“Limited Data Set” shall have the same meaning as the term “limited data set” as set forth in 45 C.F.R. §164.514(e)(2).

“Protected Health Information” or **“PHI”** shall have the same meaning as set forth at 45 C.F.R. §160.103.

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

“Security Incident” shall have the same meaning as the term "security incident" as set forth in 45 C.F.R. §164.304.

“Unsecured Protected Health Information” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of ARRA.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

(C) CHLIC may use or disclose PHI to provide Data Aggregation services relating to the Health Care Operations of the Plan, or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.

Section 4. Required or Permitted By Law. CHLIC may use or disclose PHI as required by law or permitted by 45 C.F.R. §164.512.

III. OTHER OBLIGATIONS AND ACTIVITIES OF CHLIC

Section 1. Receiving Remuneration in Exchange for PHI Prohibited. CHLIC shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 C.F.R. §164.508, that specifies whether PHI can be exchanged for remuneration by the entity receiving PHI of that individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 2. Limited Data Set or Minimum Necessary Standard and Determination. CHLIC shall, to the extent practicable, limit its use, disclosure or request of Individuals' PHI to the minimum necessary amount of Individuals' PHI to accomplish the intended purpose of such use, disclosure or request and to perform its obligations under the underlying Agreement and this Addendum. CHLIC shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure.

Section 3. Security Standards. CHLIC shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 4. Protection of Electronic PHI. With respect to Electronic PHI, CHLIC shall:

- (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that CHLIC creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards;
- (B) Ensure that any agent or subcontractor to whom CHLIC provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and,
- (C) Promptly report to the Plan any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the HIPAA Security Rule. In the event of a Security Incident, CHLIC shall report to the Plan in writing (i) any actual, successful Security Incident within ten (10) business days of the date on which CHLIC first becomes aware of such actual, successful Security Incident and (ii) to the extent commercially reasonable, the Plan may request CHLIC to report in writing attempted but unsuccessful Security Incidents involving PHI of which CHLIC becomes aware, provided however that such reports are not required for trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events.

Section 5. Reporting of Violations. CHLIC shall report to the Plan any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. CHLIC agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware.

Section 6. Security Breach Notification. CHLIC will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten (10) business days after CHLIC's discovery of same. This notification will include, to the extent known:

- i. the names of the individuals whose PHI was involved in the Breach;
- ii. the circumstances surrounding the Breach;
- iii. the date of the Breach and the date of its discovery;
- iv. the information Breached;
- v. any steps the impacted individuals should take to protect themselves;
- vi. the steps CHLIC is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,
- vii. a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, CHLIC is not the agent of the Plan or the Employer (as "agent" is defined under common law). CHLIC will investigate Breaches, assess their impact under applicable state and federal law, including HITECH, and make a recommendation to the Plan as to whether notification is required pursuant to 45 C.F.R. §§164.404-408 and/or applicable state breach notification laws. With the Plan's prior approval, CHLIC will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media – as the Plan is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. §§164.404-408). In the event of a Breach affecting multiple CHLIC clients where CHLIC believes notification to affected individuals is required in accordance with applicable law, CHLIC reserves the right to issue notifications to the affected individuals without Plan approval.

CHLIC will pay the costs of issuing notices required by law and other remediation and mitigation which, in CHLIC's discretion, are appropriate and necessary to address the Breach. CHLIC will not be required to issue notifications that are not mandated by applicable law. CHLIC shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 C.F.R. §164.408(c).

Section 7. Disclosures to and Agreements with Third Parties. CHLIC agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of CHLIC agree to the same restrictions, conditions and requirements that apply to CHLIC with respect to such information.

Section 8. Access to PHI. CHLIC shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the time and manner required in 45 C.F.R. §164.524.

Section 9. Availability of PHI for Amendment. CHLIC shall respond to a request by an Individual for amendment to such Individual's PHI contained in a Designated Record Set in the time and manner required in 45 C.F.R. §164.526.

Section 10. Right to Confidential Communications and to Request Restriction of Disclosures of PHI. CHLIC shall respond to a request by an Individual for confidential communications or to restrict the uses and disclosures of PHI contained in such Individual's Designated Record Set in the time and manner required by 45 C.F.R. §164.522. CHLIC shall not be obligated to agree to, or implement, any restriction, if such restriction would hinder Health Care Operations or the provision of the functions, activities or services, unless such restriction would otherwise be required by 45 C.F.R. § 164.522(a).

Section 11. Accounting of PHI Disclosures. CHLIC shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the time and manner required in 45 C.F.R. §164.528.

Section 12. Availability of Books and Records. CHLIC hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by CHLIC on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

Section 13. Standard Transactions. CHLIC certifies that it conducts any applicable transactions that are subject to the HIPAA standard transaction rules (45 C.F.R. Parts 160-164) as required under such rules.

IV. TERMINATION OF AGREEMENT WITH CHLIC

Section 1. Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by the Plan upon prior written notice to CHLIC in the event that CHLIC materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice.

If CHLIC knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, CHLIC shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, CHLIC may terminate the Agreement at the end of such period.

Section 2. Use and Disclosure of PHI upon Termination. The parties hereto agree that it is not feasible for CHLIC to return or destroy PHI at termination of the Agreement; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and CHLIC shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

V. OBLIGATIONS OF THE PLAN AND PLAN SPONSOR

Section 1. Disclosures Generally. Except as otherwise provided for in this Addendum, the Plan will not request that CHLIC use or disclose PHI in any manner that would not be permissible under HIPAA or HITECH if done by the Plan.

Section 2. Disclosures to the Plan or Third Parties. To the extent the Plan requests that CHLIC disclose PHI either to the Plan or to a third party business associate acting for the Plan, the Plan represents and warrants that:

- (A) It only will request PHI for the purposes of Treatment, Payment, or Health Care Operations, or another permitted purpose under the HIPAA Privacy Rule;
- (B) The information requested is the minimum necessary to achieve the purpose of the disclosure; and
- (C) If the PHI is to be disclosed to a third party, the Plan has a business associate agreement in place with the third party.

**Client Name: City of Bridgeport and Bridgeport BOE
Administrative Services Only Agreement**

Section 3. Disclosure to Plan Sponsor. To the extent the Plan requests that CHLIC disclose PHI to the Plan Sponsor, the Plan and Plan Sponsor each represent and warrant that:

(A) The information only will be used for one of the following purposes:

- i. Plan Administration functions, as defined by the HIPAA Privacy Rule, and that the Plan Sponsor has executed the required plan amendment and certification allowing the disclosure, as set out in the HIPAA Privacy Rule;
- ii. Enrollment functions, provided the information to be disclosed is limited to enrollment and disenrollment information; or
- iii. To amend, modify, or terminate the Plan, or to obtain premium bids to provide health insurance coverage under the Plan, provided the information to be disclosed is limited to Summary Health Information, as defined in the HIPAA Privacy Rule; and

(B) The information requested is the minimum necessary to achieve the purpose of the disclosure.

VI. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum shall have the meanings ascribed to them by HIPAA and HITECH including their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Addendum will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in HIPAA and HITECH. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule or HITECH means the section then in effect, as amended.

“Breach” means the unauthorized acquisition, access, use or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of CHLIC if such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with CHLIC; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by CHLIC to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used or disclosed without authorization by any person.

“Business Associate” means CHLIC.

“Covered Entity” means the Plan.

“Designated Record Set” shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication and case or medical management record systems maintained by CHLIC for the Plan, or used, in whole or in part, by CHLIC or the Plan to make decisions about Individuals.

“Effective Date” shall mean the earliest date by which CHLIC and the Plan must enter into a business associate agreement under 45 C.F.R. Part 164.



City of Bridgeport

Department of Health & Social Services

999 Broad Street, Bridgeport, Connecticut 06604
Telephone (203) 576-7680 * Fax (203) 576-8311

JOSEPH P. GANIM
Mayor

Maritza Bond, MPH
Director of Health and Social Services

December 10, 2018

Honorable City Council
45 Lyon Terrace
Bridgeport, CT 06604

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ATTEST
CITY CLERK

RE: Referral to Ordinance Committee: Municipal Code Amendments, Chapter 8.20 Food and Food Establishments

Honorable City Council,

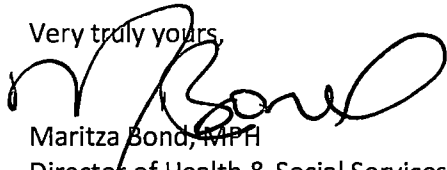
The Department of Health and Social Services is seeking to amend the municipal code, Chapter 8.20 Food and Food Establishment, to comport with the FDA Food Code changes effective July 1, 2018 and the State Connecticut Department of Public Health anticipated changes scheduled for release soon. Attached please find our recommended changes for Committee review and approval.

Kindly place the above-referenced matters on the Agenda for the City Council meeting of Monday, December 17, 2018 **FOR REFERRAL TO THE ORDINANCE COMMITTEE.**

Representatives from the City Attorney's Office will appear before the Ordinance Committee to present these items along with myself.

I look forward to discussing this further with you at the Ordinance Committee meeting.

Very truly yours,



Maritza Bond, MPH
Director of Health & Social Services
City of Bridgeport

**A Resolution by the Bridgeport
City Council Regarding the
City of Bridgeport
Department of Health and Social Services
Amendment to Municipal Code
Chapter 8.20 Food and Food Establishment**

WHEREAS, the State of Connecticut Department passed Public Act 17-93 (P.A. 17-93) in June 2017 that included language enabling the adoption of the FDA Food Code by July 1, 2018, which deadline was later extended to January 1, 2019 by Bill 5163 *An Act Concerning the Department of Public Health's Recommendations Regarding Various Revisions to the Public Health Statutes*;

WHEREAS, P.A. 17-93 included new definitions applicable to food regulations, a licensing requirement for all food establishments, a registration requirement for all food establishments, a requirement for certified food protection managers in Class 2, 3, and 4 food establishments, revised food establishment classifications and inspection intervals, revised food inspector certification requirements, and other changes; and

WHEREAS, local health departments are required to take the necessary steps to make changes to any local ordinances or requirements that may be impacted by P.A. 17-93;

WHEREAS, to the extent that the Bridgeport Municipal Code was not consistent with the requirements of the new FDA Food Code and P.A. 17-93, the City, acting through the Department of Health and Social Services, hereby seeks to amend Chapter 8.20 Food and Food Establishments to comport with the State requirements; and

WHEREAS, the Department of Health and Social Services also utilized this opportunity to codify Health Department practices and requirements not previously addressed in the City's food and food establishment ordinance.

NOW THEREFORE BE IT ORDAINED: By the City Council for the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 8.20 – Food and Food Establishment is hereby rescinded and the following Chapter 8.20 – Food and Food Establishment be substituted in lieu there

~~Chapter 8.20 — FOOD AND FOOD ESTABLISHMENTS~~

~~Article I. — In General~~

~~8.20.010 — Frozen dessert license — Required.~~

~~No person shall engage in the retail sale of frozen desserts from any vehicle, container or stand without a frozen dessert license issued by the department of health and social services. The term "frozen dessert," as used in this section, means and includes ice cream, French ice cream, frozen custard, ice milk, milk or ice sherbet, or any like ice or frozen milk product.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-1)~~

~~8.20.020 — Frozen dessert license — Application — Term.~~

~~The annual fee for each license required by Section 8.20.010 shall be one hundred seventy five dollars (\$175.00) payable July 1st each year.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-2)~~

~~(Ord. dated 5/16/16)~~

~~8.20.030 — Frozen dessert license — Inspection of premises and facilities prerequisite to issuance.~~

~~No license required by Section 8.20.010 shall be issued until the director of health and social services or his duly authorized representative shall have inspected the facilities of the proposed licensee and shall have determined that the premises, stock, personnel and equipment of such proposed licensee accord with proper standards of sanitation and conform to state and city sanitary laws, ordinances and regulations.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-3)~~

~~8.20.040 — Frozen dessert license — Fee.~~

~~The annual fee for each license required by Section 8.20.010 shall be one hundred and fifty dollars (\$150.00) payable July 1st each year.~~

~~(Ord. dated 1/18/94 (part); prior code § 12-4)~~

~~(Ord. dated 11/3/08, Ord. dated 5/16/16)~~

~~8.20.050 — Frozen dessert license — Display.~~

~~Licenses required by Section 8.20.010 and license numbers must be displayed by each licensee in accordance with the directions of the department of health and social services.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-5)~~

~~8.20.060 — Sandwich license — Required.~~

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~~No person, other than the holder of a restaurant license, shall make and sell sandwiches, whether for sale on or off the premises, without a sandwich license issued by the department of health and social services.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-6)~~

~~8.20.070 Sandwich license—Application—Term.~~

~~Application for the sandwich license required by Section 8.20.060 shall be made to the department of health and social services upon such forms as it shall prescribe. Each license shall expire upon the thirty-first day of December in each year.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-7)~~

~~8.20.080 Sandwich license—Inspection of premises and facilities prerequisite to issuance.~~

~~No sandwich license shall be issued until the director of health and social services or his duly authorized representative shall have inspected the premises and other facilities of the proposed licensee and shall have determined that the premises, stock, personnel and equipment of the proposed licensee accord with proper standards of sanitation and conform to state and city sanitary laws, ordinances and regulations.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-8)~~

~~8.20.090 Sandwich license—Fee.~~

~~A. The annual fee for a sandwich license shall be two hundred ninety dollars (\$290.00) payable by January 1st each year.~~

~~B. In the event that the reapplication for license is not obtained by the department of health and social services on or before January 1st, the fee shall increase to three hundred ninety dollars (\$390.00).~~

~~(Ord. dated 1/18/94 (part); prior code § 12-9)~~

~~(Ord. dated 11/3/08; Ord. dated 5/16/16)~~

~~8.20.100 Sandwich license—Display.~~

~~Licenses required by Section 8.20.060 and license numbers must be displayed by each licensee in accordance with the directions of the department of health and social services.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-10)~~

~~8.20.110 Beverage license—Required.~~

~~No person shall maintain or operate within the city any cafe, club, tavern or soda fountain where any beverage of any kind is served at retail for consumption on the premises unless licensed by the director of health and social services.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-11)~~

~~8.20.120 Beverage license—Application.~~

~~Application for a beverage license shall be made to the director of health and social services upon such forms as he shall prescribe.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-12)~~

~~8.20.130 Beverage license—Inspection of premises prerequisite to issuance.~~

~~No beverage license shall be issued until the director of health and social services or his duly authorized representative shall have inspected the premises and other facilities of the proposed licensee and shall have determined that the premises, stock, personnel and equipment of such proposed licensee accord with proper standards of sanitation and conform to state and city sanitary laws, ordinances and regulations.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-13)~~

~~8.20.140 Beverage license—Fee.~~

~~A. The annual fee for each beverage license shall be payable by January 1st each year as follows:~~

Seating Capacity	Fee
0-50	\$200.00
51-100	\$280.00
100+	\$375.00

~~B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:~~

Seating Capacity	Fee
0-50	\$300.00
51-100	\$380.00
100+	\$475.00

~~(Ord. dated 1/18/94 (part); prior code § 12-14)~~

~~(Ord. dated 11/3/08; Ord. dated 5/16/16)~~

~~8.20.150 Beverage license—Display required.~~

~~The beverage license must be prominently displayed by each licensee in accordance with the directions of the director of health and social services.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-15)~~

~~8.20.160 Beverage license—Suspension.~~

~~Failure to conform to the provisions specified in Section 8.20.130 after due notice by the director of health and social services shall be cause for suspension of the license prescribed in this article by the director. The term "director of health and social services" shall mean the legally designated health authority of the city or his authorized representative.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-16)~~

~~8.20.170 Beverage license—Expiration.~~

~~The beverage license shall expire on the thirty first day of December in each year.~~

~~(Prior code § 12-17)~~

~~8.20.180 Protection of meat or fish in transportation.~~

~~No person shall transport any meat or fish intended for human food through, along or upon any street unless such meat and fish are properly protected from dust by a suitable covering.~~

~~(Prior code § 12-18)~~

~~8.20.190 Milk licenses—Required.~~

~~The following classes of licenses shall be issued by the department of health and social services under the provisions of this section:~~

- ~~A. A dealer's license which shall permit of the pasteurization or bottling of milk and the sale or distribution of the milk so pasteurized or bottled by the licensee;~~
- ~~B. A subdealer's license which shall permit the retail sale or distribution of milk other than by the holder of a dealer's license or a store milk license; and a store milk license which shall permit of the retail sale, by any store or other business establishment of milk which is not to be consumed on the premises of the licensee.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-19)~~

~~8.20.200 Milk licenses—Fees.~~

- ~~A. The annual fee for a milk dealer's license shall be one hundred fifteen dollars (\$115.00) payable by January 1st each year.~~

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to two hundred thirty dollars (\$230.00).

(Ord. dated 5/21/90 (part); prior code § 12-20)

(Ord. dated 11/3/08; Ord. dated 5/16/16)

Article II. Food Dealers

8.20.210 Definition.

As used in this article, the term "director of health and social services" means the legally designated health authority of the city or his authorized representative.

(Ord. dated 12/21/92 § 75(h); prior code § 12-30)

8.20.220 License Required.

No grocery store, bakery, meat market or other establishment selling food or any other substances used or intended to be used for human consumption off the premises shall be maintained in the city unless licensed by the director of health and social services.

(Ord. dated 12/21/92 § 75(h); prior code § 12-31)

8.20.230 License Fee.

A. The annual fee shall be charged for such license payable by July 1st of each year as follows:

Food Establishments

Area in Square feet	
0-2500	\$300.00
2500+	\$400.00

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before July 1st, the license fee shall increase to the following:

Food Establishments

Area in Square feet	
0-2500	\$400.00

2500+	\$500.00
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~~(Ord. dated 1/18/94 (part); prior code § 12-32)~~

~~(Ord. dated 11/3/08; Ord. dated 5/16/16)~~

~~8.20.240 License Suspension.~~

~~Failure to conform to the provisions of this article after due notice by the director of health and social services shall be cause for the suspension of the license required by Section 8.20.220 by the director.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-33)~~

~~8.20.250 Inspection of premises.~~

~~Dealers in food and all other substances used or intended to be used for human consumption, and their agents, and all persons engaged in the transportation thereof shall permit the director of health and social services freely and fully to inspect the premises and all parts of the establishment, and all cattle, meat, fish, vegetables, milk and other food, and all other substances used or intended to be used for human consumption, and all utensils and equipment of the establishment.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-34)~~

~~8.20.260 Prima facie proof of intent to sell for consumption.~~

~~Any meat, fish, vegetable, milk or other food in the possession of or held or kept by a food dealer on the premises where such food dealer conducts his business shall, prima facie, be deemed to be possessed, held or kept with intent to sell for human consumption.~~

~~(Prior code § 12-35)~~

~~8.20.270 Condemnation of unfit food or drink.~~

~~Any meat, fish, poultry, vegetable or milk or other food or drink found by the director of health and social services in a condition which renders it unfit for use as human food shall be condemned and caused to be denatured and may be destroyed or removed.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-36)~~

~~8.20.280 Possession of unfit food or drink with intent to sell prohibited.~~

~~No person shall sell, offer or exhibit for sale, or have in his possession, charge or control with intent to sell, any meat, fish, vegetable, milk or any article of human food or drink, either raw, manufactured or otherwise prepared, which is putrid, decayed, infected, contaminated or unwholesome for human consumption, or has been condemned by the director of health and social services.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-37)~~

~~8.20.290 – Allowing animals to enter premises prohibited.~~

~~No food dealer shall permit any dog or other animal to enter any premises where food is sold.~~

~~(Prior code § 12-38)~~

~~8.20.300 – Protection from dust, animals, etc., required.~~

~~No food, other than fruits and vegetables, shall be kept, sold, offered for sale, displayed or transported unless protected from dust, dirt, flies, animals and other contamination.~~

~~(Prior code § 12-39)~~

~~8.20.310 – Sale of defrosted frozen foods restricted.~~

~~No frozen foods which have been allowed to defrost or partially defrost shall thereafter be sold with the exception of frozen baked goods.~~

~~(Prior code § 12-40)~~

~~8.20.320 – Wrapping of food products.~~

~~Wrapping of food products in other than sanitary wrappings or containers is prohibited.~~

~~(Prior code § 12-41)~~

~~8.20.330 – Screens required.~~

~~All doors, windows and transoms opening to the outer air from stores where food is sold shall be screened from the first day of April until the last day of November. All such screened doors must open outward and be self-closing. Any other method for the exclusion of flies which is approved by the director of health and social services may be substituted for the use of screening.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-42)~~

~~8.20.340 – Transportation of meats.~~

~~No person shall carry, convey or haul through or upon the public streets of the city any fresh meats of any kind for resale except in a closed truck or like vehicle, kept in a sanitary condition. No boned, cut or separate cuts of meat too small to bear an inspection stamp shall be delivered to any market for resale in the city. No meats shall be delivered to markets in vehicles used for any other purpose except in containers approved by the director of health and social services.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-43)~~

~~8.20.350 – Sanitary facilities.~~

All establishments where food or meat is processed, manufactured or sold shall be provided with toilet and hand-washing facilities of a type approved by the director of health and social services.

(Ord. dated 12/21/92 § 75(h); prior code § 12-44)

~~8.20.360 – Equipment sanitation, temperature requirements.~~

~~A. – No person shall keep any article intended for sale for human consumption in any receptacle or container that is in an unclean or insanitary condition. All readily perishable food and drink shall be kept at or below fifty (50) degrees Fahrenheit.~~

~~B. – All utensils and equipment used in the processing or handling of food or meat in any establishment where food or meat is processed, manufactured or sold shall be kept in a clean and sanitary condition. Facilities for the cleansing and bactericidal treatment of utensils and equipment shall be of a type approved by the director of health and social services.~~

(Ord. dated 12/21/92 § 75(h); prior code § 12-45)

~~8.20.370 – Employee sanitation requirements.~~

~~Persons employed in any establishment where food or meat is processed, manufactured or sold shall wear clean washable outer garments and shall keep their hands and fingernails clean at all times while engaged in handling food, drink, utensils or equipment. No employee shall return from a toilet room without washing his hands, and notice of this requirement shall be posted in each employee's toilet room.~~

(Prior code § 12-46)

~~8.20.380 – Required materials for bakeries' floors.~~

~~The floors of all bakeries in which food is prepared or utensils are washed shall be of concrete, terrazzo, ceramic tile and hardwood or equal.~~

(Prior code § 12-47)

~~8.20.390 – Materials for walls of bakeries licensed originally after March 22, 1960.~~

~~In the case of a bakery licensed after March 22, 1960, for the first time, the washable surface for walls to the splash level of all rooms in which food is prepared or utensils are washed shall be of ceramic tile, glazed tile, plastic tile and/or equal.~~

(Prior code § 12-48)

~~Article III. – Restaurants~~

~~8.20.400 – License – Required.~~

~~No person shall engage in the operation of any restaurant in the city without a restaurant license issued by the department of health and social services.~~

(Ord. dated 12/21/92 § 75(g); prior code § 12-75)

~~8.20.410 License Application Term.~~

~~Application for a restaurant license shall be made to the department of health and social services upon such forms as it shall prescribe. Each license shall expire upon the thirty first day of December in each year.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-76)~~

~~8.20.420 License Inspection of premises and facilities prerequisite to issuance.~~

~~No restaurant license shall be issued until the director of health and social services or his duly authorized representative shall have inspected the premises and other facilities of the proposed licensee and shall have determined that the premises, stock, personnel and equipment of the proposed licensee accord with proper standards for sanitation and conform to state and city sanitary laws, ordinances and regulations.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-77)~~

~~8.20.430 License Fee.~~

~~A. The annual fee for a restaurant license shall be payable by January 1st of each year as follows:~~

~~Restaurants~~

Seating Capacity	
0-50	\$230.00
51-100	\$290.00
100+	\$425.00

~~B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:~~

~~Restaurants~~

Seating Capacity	
0-50	\$330.00
51-100	\$390.00
100+	\$525.00

~~(Ord. dated 1/18/94 (part); prior code § 12-78)~~

~~(Ord. dated 11/3/08; Ord. dated 5/16/16)~~

~~8.20.440 License—Display.~~

~~Restaurant licenses and license numbers must be displayed by each licensee in accordance with the directions of the department of health and social services.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-79)~~

~~8.20.450 Utensils—Cleaning generally.~~

~~All multiuse eating and drinking utensils must be thoroughly cleaned and effectively subjected to an approved bactericidal process after each usage by one of the following methods only, so as to be free from bacilli and to have a total bacteria count of not more than one hundred (100) per utensil as determined by test by the director of health and social services or his agent:~~

- ~~A.—With a properly operating dishwashing machine whose plumbing complies with all city plumbing ordinances and is so designed and installed as to prevent contamination of the water supply through interconnections and back siphonage. Every dishwashing machine must be kept clean. Its pumps and the wash and rinse sprays or jets must direct a forceful stream of water that will reach all of the utensils when they are properly racked. Its wash tank water must be changed during operation as often as is found necessary to keep it reasonably clean. Each dishwashing machine must be provided with:~~
- ~~1.— A properly operating automatic detergent dispenser which will maintain at all times an effective concentration of detergent;~~
 - ~~2.— Thermostatic control of the temperature of the wash water as well as that of the rinse water. The wash water temperature must be one hundred thirty (130) degrees Fahrenheit and the rinse water temperature must be one hundred eighty (180) degrees Fahrenheit;~~
 - ~~3.— Thermometers in both the wash and rinse waterlines and in such a location as to be readily visible. Adequate hot water heating and storage facilities must be available.~~
- ~~B.—With a three compartment sink. Each sink must be of a size sufficient for its use and have its own supply of running hot and cold water. The first sink must be used for washing, the second sink must be used for plain rinsing and the third sink must be used for immersion in a chemical sanitizer. All washed and rinsed multiuse eating and drinking utensils must remain immersed in the chemical sanitizers solution for at least two minutes. The chemical sanitizer used must meet with the approval of the director of health and social services. The chemical sanitizer solution in the third sink must be of sterilization strength and so maintained at all times.~~
- ~~C.— Any other method approved by the director of health and social services.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-80)~~

~~8.20.460 Utensils—Air drying after sanitization.~~

~~All multiuse eating and drinking utensils must be air dried following sanitizing.~~

~~(Prior code § 12-81)~~

~~8.20.470 Utensils—Each cleaning location to meet requirements of Section 8.20.450.~~

~~Any place where food and beverages are served to the public that has more than one location within the establishment where multiuse eating and drinking utensils are washed must meet the requirements of Section 8.20.450 by one of the aforesaid methods at each such location.~~

~~(Prior code § 12-82)~~

~~8.20.480 Utensils—Storage after sanitization.~~

~~After sanitization, utensils, cookingware and serviceware shall be stored in a clean, dry place, protected from flies, dust and other contamination and shall be handled in such a manner as to prevent contamination insofar as practicable.~~

~~(Prior code § 12-83)~~

~~8.20.490 Utensils—Single service.~~

~~Single-service utensils shall be purchased only in sanitary containers, shall be stored therein in a clean, dry place until used and shall be handled in a sanitary manner. Drinking straws, toothpicks, crackers, mints and/or candy shall be wrapped with a sanitary protective covering for individual use.~~

~~(Prior code § 12-84)~~

~~8.20.500 Sugar containers.~~

~~All sugar served to the public must meet one of the following requirements:~~

- ~~A.— Shall be in tablet form, and each tablet shall be wrapped with a sanitary protective covering for individual use;~~
- ~~B.— Shall be in individually sealed packets;~~
- ~~C.— Shall be poured from a suitable glass container with a tight fitting metal or plastic cover equipped with a pouring spout which shall have a self-sealing cover.~~

~~(Prior code § 12-85)~~

~~8.20.510 Refrigeration of dairy products.~~

~~No dairy products for public consumption shall be allowed to remain unrefrigerated when not in use.~~

~~(Prior code § 12-86)~~

~~8.20.520 Revocation of license.~~

~~Any person found to be in violation of any of the provisions of this article shall receive a warning to remedy such condition and upon his failure to do so, within a reasonable time, the director of health and social services shall revoke his license to operate.~~

~~(Ord. dated 12/21/92 § 75(h); prior code § 12-87)~~

Article IV. Slaughtering

~~8.20.530 Place of slaughtering.~~

~~No person shall slaughter any cattle, sheep or swine except in duly licensed slaughterhouses or in slaughterhouses under United States Government inspection.~~

~~(Prior code § 12-99)~~

~~8.20.540 Inspection—Prior to slaughter.~~

~~No meat shall be sold for human food, or offered for sale, or held with the intention of selling the same unless the animal furnishing the meat was examined by an agent of the department of health and social services within twenty four (24) hours previous to the time of slaughter, except such animals or such carcasses as have been inspected or exempted by the United States Government or inspected as set forth in Section 8.20.550.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-100)~~

~~8.20.550 Inspection—After slaughter.~~

~~Carcasses of animals killed on any farm and to be sold in the city, not inspected previous to slaughter, may be offered for inspection by an agent of the department of health and social services on the condition that carcasses so presented have the head, heart, liver and lungs held by the natural attachments. Such carcasses, if found to be free from disease and otherwise sound and healthful, shall be passed and stamped. If found to be diseased, unsound, unwholesome or otherwise unfit for human food, they shall be condemned for food purposes and destroyed. For such inspection a fee, to be fixed by such board, shall be paid, but not to exceed ten cents (\$0.10) for any animal.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-101)~~

~~8.20.560 Inspection—Notice to department of health and social services—Hours.~~

~~All owners or persons having animals in charge for slaughter shall notify the agent of the department of health and social services and give him an opportunity to examine the same by daylight. In case the suitability of the animal for food cannot be determined by the antemortem examination, the owner or person in charge of the animal must notify the agent of the board to be present to examine the animal when killed; the slaughter of such animals shall take place only in the daylight hours of eight a.m. and five p.m., except that when daylight saving time is operative the same shall take place between the hours of seven a.m. and four p.m.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-102)~~

~~8.20.570 Inspection—Marking.~~

~~All animals or carcasses of the same, when passed or approved by the agent of the department of health and social services, shall be marked, tagged or labeled; and the mark, tag or label placed thereon or affixed thereto shall bear the words, "Approved, department of health and social services." No such mark, tag or label shall be attached to any animal or carcass or portion thereof, except by an agent of such board.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-103)~~

~~8.20.580— Sale of condemned animals prohibited.~~

~~No person shall sell or offer to sell any cattle, calves, swine, sheep, goats, fish, fowl or poultry, or the meat thereof, which any agent of the department of health and social services or United States Government inspector has condemned.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-104)~~

~~8.20.590— Condemnation of unfit meat.~~

~~In case the agent of the department of health and social services decides that a carcass or portion of a carcass is not suitable for human food, he shall condemn the same and determine the method of its disposal.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-105)~~

~~8.20.600— Approval of unfit animals prohibited.~~

~~No animal shall be passed or approved by the agent of the department of health and social services as suitable for human food when it is suffering from any disease or injury which causes a feverish condition or an elevation of temperature, or when it is badly bruised, or injured, or shows tumors, abscesses or suppurating sores, or when it is too emaciated or weak to produce wholesome food, nor the carcass of any unborn animal, nor the carcass of any calf weighing less than fifty (50) pounds when dressed, nor any carcass which after cooling shows any greenish yellow discoloration, nor the carcass of any animal which dies from accident or disease, or which had not been properly killed and bled. The carcasses of all calves when dressed shall be weighed by the owner in the presence of an agent of such board.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-106)~~

~~8.20.610— Marking of diseased animals.~~

~~Any person bringing in to the city the carcass of any sheep, swine, goat or cattle having died from accident or disease shall promptly notify the department of health and social services, the director of health and social services or some agent of the department of health and social services where such carcass can be seen by an agent of the board, who shall immediately mark or label the carcass "unfit for food;" and no person shall use such carcass or any portion thereof in the manufacture of a food product or have the same in his possession with the intention of so using it.~~

~~(Ord. dated 12/21/92 § 75(g), (h); prior code § 12-107)~~

~~8.20.620— Fees for use of municipal slaughterhouse.~~

~~A fee shall be paid to the department of health and social services for the use of the slaughterhouse owned by the city and for the examination of animals therein, which fee shall be fixed by such board, but shall not exceed for cattle, each, fifty cents (\$0.50); calves, each, twenty five cents (\$0.25); hogs, sheep and goats, each, fifteen cents (\$0.15); unless cold storage is furnished by the city; and for the examination of animals at other slaughterhouses licensed by such board, a fee to be fixed by such board shall be paid, not exceeding ten cents (\$0.10) for any animal.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-108)~~

~~8.20.630 – Regulatory authority of department of health and social services.~~

~~The department of health and social services shall have the power and authority to adopt such rules and regulations as may from time to time become necessary to carry out the provisions of this chapter.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-109)~~

~~8.20.640 – License required for rendering plants, etc.~~

~~No person shall engage in the disposal of dead animals, bone-boiling, bone-cooking, fat-rendering, gluemaking, or rendering impure and offensive animal matter without a license from the department of health and social services.~~

~~(Ord. dated 12/21/92 § 75(g); prior code § 12-110)~~

~~Article V. – Itinerant Food Vendors~~

~~8.20.650 – Food vending license.~~

~~A. No person, firm or corporation shall operate or maintain within the city an itinerant food vending business, servicing food or drink from any conveyance, without fixed location and without connections to water supply and sewage disposal systems, except after compliance with Section 19-13-B-48 of the Connecticut Public Health Code.~~

~~B. The annual fee for each itinerant food vending unit shall be three hundred dollars (\$300.00). All licenses will be due by March 31st. A temporary itinerant vending food license of five days at a fee of one hundred twenty five dollars (\$125.00) can be obtained.~~

~~C. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before March 31st the license shall increase to three hundred eighty dollars (\$380.00).~~

~~(Ord. dated 10/17/05; Ord. dated 7/5/05; Ord. dated 1/18/94 (part); prior code § 23-22)~~

~~(Ord. dated 11/3/08; Ord. dated 5/16/16)~~

~~8.20.660 – Restaurant floor plan review.~~

~~Detailed plans and specifications for new restaurants and restaurant renovations, additions, or alterations to existing structures shall be submitted by the applicant to the environmental health division for a pre-operational process and plan review.~~

~~This review shall require interpretation of blueprint, modification, a site visitation and a consultation between the health inspector and the prospective owner. Plan review is a necessary step in obtaining a license to open an establishment.~~

Area in Square Feet

Area in Square feet	
0-1,000	\$100.00

1,001-1,500	\$125.00
1,501-2,000	\$150.00
2,001-3,000	\$175.00
3,001-3,500	\$200.00
3,501-4,000	\$225.00
Over 4,000: add \$25 per 500 square feet	

(Ord. dated 5/16/16)

Chapter 8.20 - FOOD AND FOOD ESTABLISHMENTS

Article I. - In General

8.20.010 – Purpose. This chapter shall be liberally construed and applied to promote its underlying purpose of protecting the public health.

8.20.020 – Definitions. For the purpose of this chapter:

APPROVED - Acceptable to the Director of Health & Social Services based on a determination as to conformance with the requirements of this chapter and the FDA Food Code adopted by the State of Connecticut, and/or good public health practices.

AUTHORIZED AGENT - A person designated by the Director of Health and Social Services to act for her in the performance of any of her duties. For any person to be designated by the Director of Health to act for her in the enforcement of this chapter, said designee must also be currently certified as a certified food inspector by the Commissioner of Health Services.

CATERING FOOD SERVICE ESTABLISHMENT means a business that is involved in the (A) sale or distribution of food and drink prepared in bulk in one geographic location for retail service in individual portions in another location, or (B) preparation and service of food in a public or private venue that is not under the ownership or control of the operator of such business.

CERTIFIED FOOD PROTECTION MANAGER means a food employee that has supervisory and management responsibility and the authority to direct and control food preparation and service.

COLD HOLDING means maintained at a temperature of forty-one degrees Fahrenheit or below.

COMMISSARY - A catering establishment, restaurant, or other fixed food establishment in which food is kept, handled, processed, prepared, packaged or stored with the intent of causing this food to be transported elsewhere for service.

DIRECTOR OF HEALTH - The Director of Health and Social Services for the City of Bridgeport or her authorized agent.

FOOD - Any raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

FOOD-BORNE ILLNESS means illness, including, but not limited to, illness due to heavy metal intoxications, staphylococcal food poisoning, botulism, salmonellosis, shigellosis, Clostridium perfringens intoxication and hepatitis A, acquired through the ingestion of a common-source food or water contaminated with a chemical, infectious agent or the toxic products of a chemical or infectious agent.

FOOD-BORNE OUTBREAK means illness, including, but not limited to, illness due to heavy metal intoxications, staphylococcal food poisoning, botulism, salmonellosis, shigellosis, Clostridium perfringens intoxication and hepatitis A, in two or more individuals, acquired through the ingestion of common-source food or water contaminated with a chemical, infectious agent or the toxic products of a chemical or infectious agent.

FOOD ESTABLISHMENT -"Food establishment" means an operation that:

- (a) stores, prepares, packages, serves, vends food directly to the consumer, or otherwise provides food for human consumption such as a restaurant; satellite or catered feeding location; catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people; market; vending location; conveyance used to transport people; institution; or food bank; and
- (b) relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

"Food establishment" includes:

- (a) An element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the Department of Health & Social Services; and
- (b) An operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the Premises; and regardless of whether there is a charge for the Food.

"Food establishment" does not include:

- (a) An establishment that offers only prepackaged foods that are not time/temperature control for safety foods;
- (b) A produce stand that only offers whole, uncut fresh fruits and vegetables;
- (c) A food processing plant; including those that are located on the premises of a food establishment
- (d) A kitchen in a private home if only food that is not time/temperature control for safety food, is prepared for sale or service at a function such as a religious or charitable organization's bake sale if allowed by law and if the consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to regulation and inspection by the Department of Health & Social Services;

Classes of Food Establishments:

"Class 1 food establishment" means a retail food establishment that does not serve a population that is highly susceptible to foodborne illnesses and only offers (A) commercially packaged processed food that (i) is time or temperature controlled for safety and may be heated for hot holding, but (ii) is not permitted to be cooled, or (B) food prepared in the establishment that is not time or temperature controlled for safety.

Examples:

- Coffee shops that do not prepare any TCS foods. May prepare non-TCS baked goods
- Ice cream shops (may also prepare and bake non-TCS foods for use

- Gas stations such as 7-Eleven, Cumberland Farms, etc. that only heat commercially prepackaged TCS foods for hot holding or cold-hold TCS foods, such as commercially prepackaged fully cooked breakfast sandwiches or burgers

"Class 2 food establishment" means a retail food establishment that does not serve a population that is highly susceptible to food-borne illnesses and offers a limited menu of food that is prepared, cooked and served immediately, or that prepares and cooks food that is time or temperature controlled for safety and may require hot or cold holding, but that does not involve cooling;

Examples:

- Fast food restaurants, i.e. McDonald's, Dunkin Donuts, Taco Bell, Burger King, Wendy's, etc., if they do not cool and reheat TCS foods such as chili, soup or meatballs
- Gas stations that heat bulk TCS foods for hot holding, i.e. hot dog rollers, nachos with cheese, etc.
- Deli preparing hot or cold sandwiches and does not cool food at the end of the day
- Schools (not including preschool facilities) if they do not cool foods

"Class 3 food establishment" means a retail food establishment that (A) does not serve a population that is highly susceptible to food-borne illnesses, and (B) has an extensive menu of foods, many of which are time or temperature controlled for safety and require complex preparation, including, but not limited to, handling of raw ingredients, cooking, cooling and reheating for hot holding;

Examples:

- Fast food restaurants if they cool and reheat TCS foods
- Full-service restaurants, caterers, itinerant vendors, grocery stores that use complex processes (cook foods for later service, including same day service and reheating processes)
- Schools (not including preschool facilities) that cool and reheat foods

"Class 4 food establishment" means a retail food establishment that serves a population that is highly susceptible to food-borne illnesses, including, but not limited to, preschool students, hospital patients and nursing home patients or residents, or that conducts specialized food processes, including but not limited to, smoking, curing or reduced oxygen packaging for the purposes of extending the shelf life of the food.

FOOD PROCESSING ESTABLISHMENT - An establishment in which food is manufactured and packaged for human consumption elsewhere off the premises.

FOOD SERVICE ESTABLISHMENT - Any place where food is prepared and intended for individual portion service. This term includes, but is not limited to, restaurants, cafeterias, luncheonettes, delicatessens and sandwich shops that offer prepared food in individual service portions. The term does not include private homes where food is prepared or served for individual family consumption.

HACCP Plan – means a written document that delineates the formal procedures for following the Hazard Analysis and Critical Control Point principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

HOT HOLDING means maintained at a temperature of one hundred thirty-five degrees Fahrenheit or above.

IMMINENT HEALTH HAZARD – means a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on:

- (1) The number of potential injuries, and
- (2) The nature, severity, and duration of the anticipated injury.

ITINERANT FOOD VENDING FACILITY - A vehicle-mounted food service establishment designed to be readily movable and to have food dispensed outside the facility. For the purposes of this chapter, a pushcart shall be considered an itinerant food vending facility.

PACKAGED - Bottled, canned, cartoned, or securely wrapped.

PERMIT HOLDER – means the entity that: (1) is legally responsible for the operation of the food establishment such as the owner, the owner’s agent, or other person; and (2) possesses a valid permit to operate a food establishment.

PERSON IN CHARGE - The individual present at a food establishment who is responsible for the operation at the time of inspection.

PRIORITY ITEM

- (1) “Priority item” means a provision in this Code whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazard associated with foodborn illness or injury and there is no other provision that more directly controls the hazard; and
- (2) “Priority item” includes items with a quantifiable measure to show control of hazards such as cooking, reheating, cooling, handwashing.

PRIORITY FOUNDATION ITEM

- (1) “Priority foundation item” means a provision in this Code whose application supports, facilitates or enables one or more Priority Items; and
- (2) “Priority foundation item” includes an item that requires the purposeful incorporation of specific actions, equipment or procedures by industry management to attain control of risk factors that contribute to foodborne illness or injury such as personnel training, infrastructure or necessary equipment, HACCP plans, documentation or record keeping, and labeling.

TIME/TEMPERATURE CONTROL FOR SAFETY FOOD (formerly “POTENTIALLY HAZARDOUS FOOD”).

- (1) “Time/temperature control for safety food” means a food that requires time/temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

(2) “Time/temperature control for safety food” includes:

- a. An animal food that is raw or heat-treated; a plant food that is heat-treated or consists of raw seed sprouts, cut melons, cut leafy greens, cut tomatoes or mixtures of cut tomatoes that re not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation, or garlic-in-oil mixtures that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation.

REGULATORY AUTHORITY – Bridgeport Department of Health and Social Services.

RETAIL GROCERY (also referred to herein as a “Food Dealer”) - Any establishment or section of an establishment where food and food products are offered to the consumer and intended for off-premises consumption. The term includes delicatessens that offer prepared food in bulk quantities only.

TEMPORARY FOOD SERVICE ESTABLISHMENT means a food establishment that operates for a period of not more than fourteen consecutive days in conjunction with a single event or celebration.

VARIANCE means a written document issued by the commissioner that authorizes a modification or waiver of one or more requirements of the food code.

Sec. 8.20.030 – License Required

No person, firm or corporation shall operate or maintain any food establishment where food or beverages are served or sold to the public in the City of Bridgeport without obtaining a valid permit or license to operate from the Director of Health and Social Services, in a form and manner prescribed by the said Director. The Director of Health and Social Services shall issue a permit or license to operate a food establishment upon receipt of an application if the food establishment meets the requirements of this section. All food establishments shall comply with the food code. See also 8.20.480 – Issuance of Licenses.

Sec. 8.20.040 – Inspection Required

All food establishments shall be inspected by a certified food inspector in a form and manner prescribed by the commissioner. The Commissioner of Public Health may, in consultation with the Commissioner of Consumer Protection, grant a variance for the requirements of the food code if the Commissioner of Public Health determines that such variance would not result in a health hazard or nuisance. See also Sec. 8.20.490 – Inspection of Premises.

Sec. 8.20.050 – Registration with the State Department of Public Health Required

No permit to operate a food establishment shall be issued by a director of health unless the applicant has provided the director of health with proof of registration with the State of Connecticut Department of Public Health and a written application for a permit in a form and manner prescribed by said department. Temporary food establishments and certified farmers' markets, as defined in section 22-6r of the Conn. Gen. Statutes, as amended by P.A. 17-93, shall be exempt from registering with the Department of Public Health.

Sec. 8.20.060 – Soup kitchens and community food distribution

The provisions of this Chapter with respect to the requirement of employing a qualified food operator and/or a certified food manager and any reporting requirements relative to such operator and/or manager, shall not apply to an owner or operator of a soup kitchen who relies exclusively on services provided by volunteers, and (B) shall not prohibit the sale or distribution of food at a noncommercial function such as an educational, religious, political or charitable organization's bake sale or potluck supper provided the seller or person distributing such food maintains such food under the temperature, pH level and water activity level conditions that will inhibit the rapid and progressive growth of infectious or toxigenic microorganisms. For the purposes of this section, a "noncommercial function" means a function where food is sold or distributed by a person not regularly engaged in the for profit business of selling such food

Sec. 8.20.070 – Previously existing violations.

This chapter shall not affect violations of any other ordinance, code or regulation existing prior to the effective date hereof. Any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of the ordinances, codes or regulations in effect at the time the violation was committed.

Sec. 8.20.080 – Conflict of regulations.

In any case where a provision of this chapter is found to be in conflict with a regulation of the Connecticut State Department of Health Services and/or the Department of Consumer Protection existing on the effective date of this chapter, the provision which establishes the higher standard for the promotion and protection of the health and safety of people shall prevail.

Sec. 8.20.090 - Requirements for existing facilities.

- A. New building facilities and new equipment for which contractual obligations are incurred before the effective date of this chapter, and which are not installed within 60 days of said date, shall be acceptable only if they are in compliance with the requirements of this chapter and/or conform with the design and fabrication standards of the National Sanitation Foundation, whichever establish the higher standard.
- B. Building facilities and equipment in use before the effective date of this chapter, which do not meet fully all of the requirements of this chapter, shall be acceptable if they are in good repair, capable of being maintained in a sanitary condition, and the food-contact surface (if any) are nontoxic.

Sec. 8.20.100 - Food protection; emergency occurrences.

In the anticipation or the occurrences of a fire, flood, power outage or similar event that might result in the contamination of food, or that might prevent potentially hazardous food from being held at required temperatures, the Person in Charge of a food establishment shall contact the Director of Health within two hours of first notice. If said notice is received at a time when the Health Department does not normally conduct regular business, the Person in Charge shall notify the police dispatcher, who shall continue to make all reasonable efforts to contact the Director of Health.

Sec. 8.20.110 - Personnel; employee health.

No Permit Holder or Person in Charge shall permit any person, while infected with a disease in a communicable form that can be transmitted by foods or who is a carrier of organisms that cause such a disease or while afflicted with a boil, an infected wound, or an acute respiratory infection, to work in a food establishment unless specifically authorized by the Director of Health.

Sec. 8.20.120 – Temporary food establishments.

A. Generally. A temporary food establishment shall comply with the requirements of this chapter, Public Act No. 17-93 and the Public Health Code of the State of Connecticut, except as otherwise provided in this chapter. The Director of Health or her authorized agent may impose additional requirements to protect against health hazards related to the conduct of the temporary food establishment; may prohibit the sale of some or all potentially hazardous foods; and when no health hazard will result, may waive or modify requirements of this chapter.

Sec. 8.20.130 – Refuse containers.

A. Mass storage receptacles or containers which are used to store garbage or other waste material shall comply with the following criteria:

- (1) Containers must be situated on a minimum of a four-inch concrete pad with proper drainage, unless otherwise approved by the Director of Health, and such surfaces must be kept free of all garbage, litter and other refuse material.
- (2) Containers must be maintained in a clean and sanitary condition acceptable to the Director of Health.
- (3) Containers must be structurally sound and watertight so as to prohibit leakage of contents, and also be rodent-proof and insect-proof.
- (4) Containers must have tight-fitting lids which are kept closed at all times, which locking devices when so ordered by the Director of Health.
- (5) Containers must have sufficient capacity to meet the needs of the establishment or facility that is using the receptacle.
- (6) Containers must be enclosed with chain link fencing equipped with privacy slats.

B. Food service establishments must take all practical measures to minimize the odor and noise affecting surrounding premises, and to protect their health and safety, including the routine cleaning and sanitizing of containers and surrounding areas, preventing overflow of receptacles, and keeping lids closed at all times.

C. Any food service establishment that violates the provisions of this section shall be subject to a fine of one hundred dollars (\$100.00) for each day that the violation is documented to occur by the Bridgeport Health Department.

Article II – Class 1 Food Establishments

8.20.140 – Class 1 Food Establishment.

No person shall maintain or operate within the city any cafe, club, tavern or soda fountain where any beverage of any kind is served at retail for consumption on the premises unless licensed by the Director of Health and Social Services.

8.20.150 —Application.

Application for a license shall be made to the Director of Health and Social Services upon such forms as she shall prescribe.

8.20.160 - Class 1 Food Establishment license—Inspection of premises prerequisite to issuance.

No Class 1 Food Establishment license shall be issued until the Director of Health and Social Services or her duly authorized representative shall have inspected the premises and other facilities of the proposed licensee and shall have determined that the premises, stock, personnel and equipment of such proposed licensee accord with proper standards of sanitation and conform to state and city sanitary laws, ordinances and regulations.

8.20.170 - Class 1 Food Establishment license—Fee.

A. The annual fee for each Class 1 Food Establishment license shall be payable by January 1st each year as follows:

<u>Seating Capacity</u>	<u>Fee</u>
<u>0-50</u>	<u>\$230.00</u>
<u>51-100</u>	<u>\$290.00</u>
<u>100+</u>	<u>\$425.00</u>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:

<u>Seating Capacity</u>	<u>Fee</u>
<u>0-50</u>	<u>\$330.00</u>
<u>51-100</u>	<u>\$390.00</u>
<u>100+</u>	<u>\$525.00</u>

8.20.180 - Class 1 Food Establishment license—Expiration.

The Class I Food Establishment license shall expire on the thirty-first day of December in each year.

8.20.190 - Milk licenses—Required.

The following classes of licenses shall be issued by the Department of Health and Social Services under the provisions of this section:

- A. A dealer's license which shall permit of the pasteurization or bottling of milk and the sale or distribution of the milk so pasteurized or bottled by the licensee;
- B. A subdealer's license which shall permit the retail sale or distribution of milk other than by the holder of a dealer's license or a store milk license; and a store milk license which shall permit of the retail sale, by any store or other business establishment of milk which is not to be consumed on the premises of the licensee.

8.20.200 - Milk licenses—Fees.

- A. The annual fee for a milk dealer's license shall be one hundred fifteen dollars (\$115.00) payable by January 1st each year.
- B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to two hundred thirty dollars (\$230.00).

Article III. - Class 2, Class 3 and Class 4 Food Establishments

8.20.210 – Generally.

Each class 2 food establishment, class 3 food establishment and class 4 food establishment shall employ a certified food protection manager. No person shall serve as a certified food protection manager unless such person has satisfactorily passed a test as part of a food protection manager certification program that is evaluated and approved by an accrediting agency recognized by the Conference for Food Protection as conforming to its standards for accreditation of food protection manager certification programs. A certified food inspector shall verify that the food protection manager is certified upon inspection of the food establishment.

8.20.220 - License—Required.

No person shall engage in the operation of any restaurant in the city without a Food Establishment license issued by the Department of Health and Social Services.

8.20.230 - License—Application—Term.

Application for a Food Establishment license shall be made to the Department of Health and Social Services upon such forms as it shall prescribe. Each license shall expire upon the thirty-first day of December in each year.

8.20.240 - License—Inspection of premises and facilities prerequisite to issuance.

No Food Establishment license shall be issued until the Director of Health and Social Services or her duly authorized representative shall have inspected the premises and other facilities of the proposed licensee and shall have determined that the premises, stock, personnel and equipment of the proposed licensee accord with proper standards for sanitation and conform to state and city sanitary laws, ordinances and regulations.

8.20.250 - License—Fee.

A. The annual fee for a Food Establishment license shall be payable by January 1st of each year as follows:

Restaurants

<u>Seating Capacity</u>	
<u>0-50</u>	<u>\$230.00</u>
<u>51-100</u>	<u>\$290.00</u>
<u>100+</u>	<u>\$425.00</u>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before January 1st, the license shall increase to the following:

Restaurants

<u>Seating Capacity</u>	
<u>0-50</u>	<u>\$330.00</u>
<u>51-100</u>	<u>\$390.00</u>
<u>100+</u>	<u>\$525.00</u>

8.20.260 - Utensils—Cleaning generally.

All multiuse eating and drinking utensils must be thoroughly cleaned and effectively sanitized:

A. With a properly operating dishwashing machine whose plumbing complies with all city plumbing ordinances and is so designed and installed as to prevent contamination of the water supply through interconnections and back-siphonage. Every dishwashing machine must be kept clean. Its pumps and the wash and rinse sprays or jets must direct a forceful stream of water that will reach all of the utensils when they are properly racked. Its wash tank water must be changed during operation as often as is found necessary to keep it reasonably clean. Each dishwashing machine must be provided with:

- (1) A properly operating automatic detergent dispenser which will maintain at all times an effective concentration of detergent;
- (2) Thermostatic control of the temperature of the wash water as well as that of the rinse water. The wash water temperature must be one hundred twenty (120) degrees Fahrenheit and the rinse water temperature must be one hundred eighty (180) degrees Fahrenheit;
- (3) Thermometers in both the wash and rinse waterlines and in such a location as to be readily visible. Adequate hot water heating and storage facilities must be available.

B. With a three-compartment sink. Each sink must be of a size sufficient for its use and have its own supply of running hot and cold water. The first sink must be used for washing temperature of the wash solution shall be maintained at not less than one hundred ten (110) degrees Fahrenheit, the second sink must be used for plain rinsing and the third sink must be used for immersion in a chemical sanitizer. All washed and rinsed multiuse eating and drinking utensils must remain immersed in the chemical sanitizers solution for at least two minutes. The chemical sanitizer used must meet with the approval of the Director of Health and Social Services. The chemical sanitizer solution in the third sink must be of sterilization strength and so maintained at all times.

C. Any other method approved by the Director of Health and Social Services.

8.20.270 - Utensils—Air-drying after sanitization.

All multiuse eating and drinking utensils must be air-dried following sanitizing.

8.20.280 - Utensils—Each cleaning location to meet requirements of Section 8.20.400.

Any place where food and beverages are served to the public that has more than one location within the establishment where multiuse eating and drinking utensils are washed must meet the requirements of Section 8.20.450 by one of the aforesaid methods at each such location.

8.20.290 - Utensils—Storage after sanitization.

After sanitization, utensils, cookingware and serviceware shall be stored in a clean, dry place, protected from flies, dust and other contamination and shall be handled in such a manner as to prevent contamination insofar as practicable.

8.20.300 - Utensils—Single service.

Single-service utensils shall be purchased only in sanitary containers, shall be stored therein in a clean, dry place until used and shall be handled in a sanitary manner. Drinking straws, toothpicks, crackers, mints and/or candy shall be wrapped with a sanitary protective covering for individual use.

8.20.310 - Sugar containers.

All sugar served to the public must meet one of the following requirements:

- A. Shall be in tablet form, and each tablet shall be wrapped with a sanitary protective covering for individual use;
- B. Shall be in individually sealed packets;
- C. Shall be poured from a suitable glass container with a tight-fitting metal or plastic cover equipped with a pouring spout which shall have a self-sealing cover.

8.20.320 - Refrigeration of dairy products.

No dairy products for public consumption shall be allowed to remain unrefrigerated when not in use.

Article IV – Retail Grocery

8.20.330 - License—Required.

No grocery store, bakery, meat market or other establishment selling food or any other substances used or intended to be used for human consumption off the premises shall be maintained in the city unless licensed by the Director of Health and Social Services.

8.20.340 - License—Fee.

- A. The annual fee shall be charged for such license payable by July 1st of each year as follows:

Retail Groceries

<u>Area in Square feet</u>	
<u>0-2500</u>	<u>\$300.00</u>
<u>2500+</u>	<u>\$400.00</u>

B. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before July 1st, the license fee shall increase to the following:

Retail Grocery

<u>Area in Square feet</u>	
<u>0-2500</u>	<u>\$400.00</u>
<u>2500+</u>	<u>\$500.00</u>

8.20.350 - Prima facie proof of intent to sell for consumption.

Any meat, fish, vegetable, milk or other food in the possession of or held or kept by a food dealer on the premises where such food dealer conducts his business shall, prima facie, be deemed to be possessed, held or kept with intent to sell for human consumption.

8.20.360 - Condemnation of unfit food or drink.

Any meat, fish, poultry, vegetable or milk or other food or drink found by the Director of Health and Social Services in a condition which renders it unfit for use as human food shall be condemned and caused to be denatured and may be destroyed or removed.

8.20.370 - Possession of unfit food or drink with intent to sell prohibited.

No person shall sell, offer or exhibit for sale, or have in his possession, charge or control with intent to sell, any meat, fish, vegetable, milk or any article of human food or drink, either raw, manufactured or otherwise prepared, which is putrid, decayed, infected, contaminated or unwholesome for human consumption, or has been condemned by the Director of Health and Social Services.

8.20.380 - Allowing animals to enter premises prohibited.

No food dealer shall permit any dog or other animal to enter any premises where food is sold.

8.20.390 - Protection from dust, animals, etc., required.

No food, other than fruits and vegetables, shall be kept, sold, offered for sale, displayed or transported unless protected from dust, dirt, flies, animals and other contamination.

8.20.400 - Sale of defrosted frozen foods restricted.

No frozen foods which are designed to be continuously frozen to point of sale shall be sold if it has been allowed to defrost or partially defrost shall thereafter be sold with the exception of frozen baked goods.

8.20.410 - Wrapping of food products.

Wrapping of food products in other than sanitary wrappings or containers is prohibited.

8.20.420 - Screens required.

All doors, windows and transoms opening to the outer air from stores where food is sold shall be screened from the first day of April until the last day of November. All such screened doors must open outward and be self-closing. Any other method for the exclusion of flies which is approved by the Director of Health and Social Services may be substituted for the use of screening.

8.20.430 - Transportation of meats.

No person shall carry, convey or haul through or upon the public streets of the city any fresh meats of any kind for resale unless such meat is properly protected from dust by a suitable covering or in a closed truck or like vehicle, kept in a sanitary condition. No boned, cut or separate cuts of meat too small to bear an inspection stamp shall be delivered to any market for resale in the city. No meats shall be delivered to markets in vehicles used for any other purpose except in containers approved by the Director of Health and Social Services.

8.20.440 - Sanitary facilities.

All establishments where food or meat is processed, manufactured or sold shall be provided with toilet and hand-washing facilities of a type approved by the Director of Health and Social Services.

8.20.450 - Equipment sanitation, temperature requirements.

- A. No person shall keep any article intended for sale for human consumption in any receptacle or container that is in an unclean or insanitary condition. All perishable food and drink shall be kept at or below forty-one (41) degrees Fahrenheit.
- B. All utensils and equipment used in the processing or handling of food or meat in any establishment where food or meat is processed, manufactured or sold shall be kept in a clean and sanitary condition. Facilities for the cleansing and bactericidal treatment of utensils and equipment shall be of a type approved by the Director of Health and Social Services.

8.20.460 - Employee sanitation requirements.

Persons employed in any establishment where food or meat is processed, manufactured or sold shall wear clean washable outer garments and shall keep their hands and fingernails clean at all times while engaged in handling food, drink, utensils or equipment. No employee shall return from a toilet room without washing his hands, and notice of this requirement shall be posted in each employee's toilet room.

8.20.470 - Required materials for bakeries' floors.

The floors of all bakeries in which food is prepared or utensils are washed shall be of concrete, terrazzo, ceramic tile, hardwood or equal.

8.20.480 - Materials for walls of bakeries licensed originally after March 22, 1960.

In the case of a bakery licensed after March 22, 1960, for the first time, the washable surface for walls to the splash level of all rooms in which food is prepared or utensils are washed shall be of ceramic tile, glazed tile, plastic tile and/or equal.

Article V – Compliance Procedures.

8.20.490 – Generally.

- A. No person shall operate a food establishment who does not have a valid license issued to him by the Director of Health and Social Services.
- B. Only a person who complies with the requirements of this chapter and the Public Health Code of the State of Connecticut shall be entitled to receive and retain such a license. Licenses shall not be transferable from one person to another person, from one location to another location, or from one vehicle to another vehicle. All licenses shall expire on the last day of February of each year.
- C. The operator of every food establishment shall keep a valid license posted in a conspicuous place near the public entrance of the establishment, and it shall be posted in such a manner so as to be visible to the patrons of the establishment and protected against defacement or damage.

8.20.500 - Issuance of Licenses

- A. Any person who continues to operate, or who desires to operate, a food establishment shall make written application for a license on forms provided by the Director of Health. Such application shall include the full name, address and telephone number of both the owner and operator of the establishment, the location and type of the food establishment, the signature of each owner and operator, a statement signed by the tax collector certifying that all taxes levied by the City of Bridgeport against personal property used or to be used in said food establishment have been paid, and such other pertinent information as the Director of Health may require. If the application is for a temporary food establishment, it shall also include the dates of the operation.
- B. Prior to approval of an application for a license, the Director of Health shall inspect the food establishment to determine compliance with the requirements of this chapter and the Public Health Code of the State of Connecticut.
- C. The Director of Health will issue a license to the applicant if the inspection reveals that the food establishment complies with the requirements of this chapter and the Public Health Code of the State of Connecticut.

8.20.510 – Inspection of premises.

Dealers in food and all other substances used or intended to be used for human consumption, and their agents, and all persons engaged in the transportation thereof shall permit the Director of Health to freely and fully inspect the premises and all parts of the establishment, and all cattle, meat, fish, vegetables, milk and other food, and all other substances used or intended to be used for human consumption, and all utensils and equipment of the establishment.

Prior to the issuance of a license and periodically thereafter, the Director of Health shall visit every food establishment within the City of Bridgeport to make as many inspections as are necessary for the enforcement of this article and the FDA Food Code adopted by the State of Connecticut. The Director of Health shall have access to all parts of the establishments to determine compliance with the requirements of this article and the FDA Food Code, and shall be permitted to examine all records of foods purchased or received. Such inspections shall be performed during business hours, whenever possible, or at any reasonable time upon the request of the Director of Health.

A. Frequency

(1) Establishing Inspection Interval.

- a. Except as specified in subsection (b) and (c) of this Section, the Regulatory Authority shall inspect a Food Establishment at least once every six (6) months.
- b. The Regulatory Authority may increase the interval between inspections beyond 6 months if:
 - i. The Food Establishment is fully operating under an approved and validated HACCP Plan
 - ii. The Food Establishment is assigned a less frequent inspection frequency based on a written risk-based inspection schedule that is being uniformly applied throughout the City and at least once every six (6) months the establishment is contacted by telephone or other means by the Regulatory Authority to ensure that the establishment manager and the nature of Food operation are not changed; or
 - iii. The establishment's operation involves only coffee service and other unpackaged or prepackaged food that is not Time/Temperature Control for Safety Food such as carbonated beverages and snack food such as chips, nuts, popcorn, and pretzels.
- c. The Regulatory Authority shall periodically inspect throughout its permit period a Temporary Food Vendor that prepares, sells, or serves unpackaged Time/Temperature Control for Safety Food and that:
 - i. Has improvised rather than permanent facilities or equipment for accomplishing functions such as handwashing, food preparation and protection, food temperature control, warewashing, providing drinking water, waste retention and disposal, and insect and rodent control; or
 - ii. Has inexperienced food employees.

(2) Performance-Based and Risk-Based

- a. The Regulatory Authority shall prioritize, and conduct more frequent inspections based upon its assessment of a Food Establishment's history of compliance with this Ordinance and the food establishment's potential as a vector of foodborne illness by evaluating:
 - i. Past performance, for nonconformance with Code or HACCP Plan requirements that are Priority Items or Priority Foundation Items;

- ii. Past performance, for numerous or repeat violations of Code or HACCP Plan requirements that are core items
- iii. Past performance, for complaints investigated and found to be valid
- iv. The hazards associated with the particular foods that are prepared, stored, or served;
- v. The type of operation including the methods and extent of food storage, preparation, and service;
- vi. The number of people served; and
- vii. Whether the population served is a highly susceptible population.

B. Access

- (1) **Allowed at Reasonable Times after Due Notice.** After the Regulatory Authority presents official credentials and provides notice of the purpose of, and an intent to conduct, an inspection, the Person in Charge shall allow the Regulatory Authority to determine if the Food Establishment is in compliance with this Code by allowing access to the establishment, allowing inspection, and providing information and records specified in this Code and to which the Regulatory Authority is entitled according to law, during the Food Establishment's hours of operation and other reasonable times.
- (2) **Refusal, Notification of Right to Access, and Final Request for Access.** If a Person denies access to the Regulatory Authority, the Regulatory Authority shall:
 - a. Inform the Person that:
 - i. The Permit Holder is required to allow access to the Regulatory Authority as specified in Subsection 1 of this Section B,
 - ii. Access is a condition of the acceptance and retention of a food establishment permit to operate, and
 - iii. If access is denied, an order issued by the appropriate authority allowing access, hereinafter referred to as an inspection order, may be obtained according to law and
 - b. Make a final request for access.
- (3) **Refusal, Reporting.** If after the Regulatory Authority presents credentials and provides notice, explains the authority upon which access is requested, and makes a final request for access, the Person In Charge continues to refuse access, the Regulatory Authority shall provide details of the denial of access on an inspection report form.
- (4) **Inspection Order to Gain Access.** If denied access to a Food Establishment for an authorized purpose and after complying with subsection 2 of this section, the Regulatory Authority may issue, or apply for the issuance of, an inspection order to gain access as provided in law.

C. Report of Findings

- (1) **Documenting Information and Observations.** The Regulatory Authority shall document on an inspection form:
 - a. Administrative information about the Food Establishment's legal identity, street and mailing addresses, type of establishment and operation, inspection date, and other information such as type of water supply and sewage disposal, status of the Permit, and personnel certificates that may be required; and
 - b. Specific factual observations of violative conditions or other deviations from this Code that require correction by the Permit Holder including:
 - i. Failure of the Person in Charge to demonstrate the knowledge of foodborne illness prevention, application of HACCP principles, and the requirements of this Code,
 - ii. Failure of food employees, conditional employees, and the Person in Charge to report a disease or medical condition,
 - iii. Nonconformance with Priority Items or Priority Foundation Items,
 - iv. Failure of the appropriate food employees to demonstrate their knowledge of, and ability to perform in accordance with, the procedural, monitoring, verification, and corrective action practices required by the Regulatory Authority
 - v. Failure of the Person in Charge to provide records required by the Regulatory Authority for determining conformance with a HACCP Plan, and
 - vi. Nonconformance with critical limits of a HACCP PLAN
- (2) **Specifying Time Frame for Corrections.** The Regulatory Authority shall specify on the inspection report form the time frame for correction of the violations.
- (3) **Issuing Report and Obtaining Acknowledgement of Receipt.** At the conclusion of the inspection and according to law, the Regulatory Authority shall provide a copy of the completed inspection report and the notice to correct violations to the Permit Holder or the Person in Charge, and request a signed acknowledgment of receipt.
- (4) **Refusal to Sign Acknowledgement.** The Regulatory Authority shall:
 - a. Inform a Person who declines to sign an acknowledgment of receipt of inspectional findings that:
 - i. An acknowledgement of receipt is not an agreement with the findings,
 - ii. Refusal to sign an acknowledgement of receipt will not affect the Permit Holder's obligation to correct the violations noted in the inspection report within the time frames specified, and

- iii. A refusal to sign an acknowledgement of receipt is noted in the inspection report and conveyed to the Regulatory Authority's historical record for the food establishment; and
 - b. Make a final request that the Person in Charge sign an acknowledgement receipt of inspectional findings.
- D. Imminent Health Hazard
- (1) Ceasing Operations and Reporting.
 - a. Excepted as specified in Section b of this section, a Permit Holder shall immediately discontinue operations and notify the Regulatory Authority if an Imminent Health Hazard may exist because of an emergency such as fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross insanitary occurrence or condition, or other circumstance that may endanger public health.
 - b. A Permit Holder need not discontinue operations in an area of an establishment that is unaffected by the Imminent Health Hazard.
 - (2) Resumption of Operations. If operations are discontinued as specified under subsection 1 of this section or otherwise according to law, the Permit Holder shall obtain approval from the Regulatory Authority before resuming operations.
- E. Violation of Priority Item or Priority Foundation Item
- (1) Timely Corrections
 - a. Except as specified in subsection 2 of this section, a Permit Holder shall at the time of inspection correct a violation of a Priority Item or Priority Foundation Item of this Code and implement corrective actions for a HACCP Plan provision that is not in compliance with its Critical Limit.
 - b. Considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Regulatory Authority may agree to or specify a longer time frame, not to exceed:
 - i. 72 hours after the inspection, for the Permit Holder to correct violations of a Priority Item; or
 - ii. 10 calendar days after the inspection, for the Permit Holder to correct violations of a priority item
 - (2) Verification and Documentation of Correction.
 - a. After observing at the time of inspection a correction of a violation of a Priority Item or Priority Foundation Item or a HACCP Plan deviation, the Regulatory Authority shall enter the violation and information about the corrective action on the inspection report.

- b. After receiving notification that the Permit Holder has corrected a violation of a Priority Item or Priority Foundation Item or HACCP Plan deviation, or at the end of the specified period of time, the Regulatory Authority shall verify correction of the violation, document the information on an inspection report, and enter the report in the Regulatory Authority's records.

F. Core Item Violations

- (1) Except as specified in paragraph 2 of this section, the Permit Holder shall correct core items by a date and time agreed to or specified by the Regulatory Authority but no later than 90 calendar days after the inspection
- (2) The Regulatory Authority may approve a compliance schedule that extends beyond the time limits specified under paragraph 1 of this section if a written schedule of compliance is submitted by the Permit Holder and no health hazard exists or will result from allowing an extended schedule for compliance.

8.20.520 - Examination, hold order and condemnation of food.

A. Examination. Food may be examined or sampled by the Director of Health as often as necessary for enforcement of this article, Public Act No. 17-93 or the Public Health Code of the State of Connecticut.

B. Hold order. The Director of Health may, upon written notice to the Permit Holder or Person in Charge specifying with particularity the reason(s) therefor, place a hold order on any food or beverage which she believes is adulterated or otherwise unfit for human consumption. The Director of Health shall tag, label, or otherwise identify any food subject to the hold order. No food subject to a hold order shall be used, served, or moved from the establishment. The Director of Health shall direct storage of the food under conditions specified in the hold order without risk to the public health. The hold order shall state that a request for hearing may be filed with the Director of Health within 48 hours, and that if no hearing is requested, the food shall be destroyed. Within 48 hours following receipt of a request for a hearing, the Director of Health shall hold a hearing. On the basis of evidence produced at that hearing, the hold order may be rescinded or the Permit Holder or Person in Charge of the food may be directed, by written order, to denature or destroy such food or to bring it into compliance with the provisions of this chapter, Public Act No. 17-93 or the Public Health Code of the State of Connecticut.

C. Condemnation. Food shall be subject to immediate condemnation by the Director of Health when it is found to be unfit for human consumption by reason of the appearance or odor of decomposition, adulteration, or by having been contaminated by exposure to water, smoke, fire, heat, lack of refrigeration or animal and insect contact. Exposure to nonfood chemicals in solid, liquid, or gaseous forms shall also be grounds for condemnation. Said action of condemnation shall only be used when, in the opinion of the Director of Health, there is substantial risk that the suspected food would otherwise be used for human consumption, or if the Permit Holder agrees in writing as to the grounds for condemnation.

D. Procedure when infection is suspected.

When the Director of Health has reasonable cause to suspect possible disease transmission by an employee of a food establishment, she may secure a medical history of the suspected employee or make any other investigation as needed and shall take appropriate action. The Director of Health may require any or all of the following measures:

- (1) The immediate exclusion of the employee from employment in food establishments;
- (2) The immediate closing of the food establishment concerned until, in her judgment, no further danger of disease outbreak exists;
- (3) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;
- (4) Adequate medical and laboratory examination of the employee and of other employees and of his and their body discharges.

8.20.530 - Suspension of Licenses

- A. The Director of Health may suspend any license to operate a food establishment if:
 - (1) The Permit Holder, Person in Charge, or the operation of the establishment itself, does not comply with the requirements of this chapter or the Public Health Code of the State of Connecticut;
 - (2) The operation of the establishment otherwise constitutes an immediate and substantial hazard to public health;
 - (3) The Director of Health is interfered with in the performance of her duties;
 - (4) There is a failure to correct a violation which is continually found and reported on the inspection report form.
- B. If the Director of Health finds insanitary or other conditions in the operation of a food establishment which, in her judgment, constitute an immediate and substantial hazard to public health, she will immediately issue a written notice of suspension to the Permit Holder or Person in Charge citing the reasons for such action. Upon service of such notice, the license to operate a food establishment is suspended. When a license is suspended, all operations related to the processing, preparation, storage, transportation, sale or service of food shall cease immediately.
- C. Whenever a license is suspended, an opportunity for a hearing will be provided if a written request for a hearing is filed with the Director of Health by the Permit Holder within 48 hours. If no written request for a hearing is filed within 48 hours, the suspension is sustained. The Director of Health may end the suspension at any time if reasons for suspension no longer exist.
- D. Upon receiving a request for hearing, the Director of Health shall thereupon immediately examine into the merits of such suspension and may sustain, modify or rescind such suspension. The Permit Holder of an establishment who is aggrieved by such action of the Director of Health may, pursuant

to Conn. Gen. Stat. Sect. 19a-229, within 48 hours after the making of such decision, appeal to the Commissioner of Health who shall thereupon immediately notify the authority from whose decision the appeal was taken and examine into the merits of such case and may sustain, modify or rescind such action.

- E. During the process of appeal, the license shall remain suspended. However, the Director of Health may grant a stay upon a showing of good cause.

8.20.540 - Revocation of license.

A. The Director of Health may, after providing opportunity for a hearing, revoke a license for serious or repeated violations of any of the requirements of this chapter or the Public Health Code of the State of Connecticut, or for interference with the Director of Health in the performance of her duties, or for cases where the license to operate has been obtained through nondisclosure, misrepresentation, or intentional misstatement of a material fact, or for nonpayment of personal property taxes in accordance with Section 12-146a of the Connecticut General Statutes.

B. Prior to revocation, the Director of Health shall notify the Permit Holder or the Person in Charge, in writing, of the reason(s) for which the license is subject to revocation, and that the license shall be revoked at the end of 10 days following service of such notice unless a written request for hearing is filed with the Director of Health by the Permit Holder within 48 hours following service of such notice. If no request for hearing is filed within 48 hours following service of such notice, the revocation of the license becomes final.

C. If a written request for hearing is filed with the Director of Health by the Permit Holder or the Person in Charge within 48 hours following service of such notice, the Director of Health shall thereupon immediately examine into the merits of such revocation and may sustain or rescind such revocation. The Permit Holder of an establishment who is aggrieved by such action of the Director of Health, pursuant to Conn. Gen. Stat. Sect. 19a-229, may within 48 hours after the making of such decision, appeal to the commissioner of health services, who shall thereupon immediately notify the authority from whose decision the appeal was taken and examine into the merits of such case and may sustain, modify or rescind such action.

D. During the process of appeal, the license shall remain revoked. However, the Director of Health may grant a stay upon a showing of good cause.

E. Service of notice.

A notice provided for in this article is properly served when it is delivered to the Permit Holder or the Person in Charge, or when it is sent by registered or certified mail, return receipt requested, to the address of the Permit Holder as reported on the license application. A copy of the notice shall be filed in the records of the Director of Health.

F. Hearings.

The hearings provided for in this article shall be conducted by the Director of Health at a time and place designated by her. Any oral testimony given at a hearing shall be reported verbatim, and

the presiding officer shall make provision for sufficient copies of the transcript. The Director of Health shall make a final finding based upon the complete hearing record and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the Permit Holder by the Director of Health within 10 working days of the hearing date.

G. Reinstatement of suspended and revoked licenses.

(1) Suspension: Whenever a license has been suspended, the holder of the suspended license may make a written request for license reinstatement. Within 10 days following receipt of a written request, including a statement signed by the applicant that, in her opinion, the conditions causing the suspension have been corrected, the Director of Health shall make a reinspection. If the Director of Health determines that the applicant has complied with the requirements of this chapter and the Public Health Code, the license shall be reinstated.

(2) Revocation: After a period of 60 days from the date of revocation, a written application may be made for the issuance of a new license, as provided for in Section 8.20.480 of this article, and payment of the annual fee.

8.20.550 – Penalties and Fees

A. **Operating without valid license.** Any person who prepares for sale, sells, offers to sell, holds or transports for sale, or offers to the public any food in the City without a license shall be fined not more than \$100 for each day that the violation continues between the notice of violations and the date of correction as known by reinspection, or the date of disposition by a court of competent jurisdiction. Absent proof of a claim that said violation(s) has (have) been corrected as herein provided for, said violation(s) shall be deemed to have continued consecutively each day during the period of time prior to said disposition. In addition thereto, such person may be enjoined from continuing such violation(s). Each sale or offer to sell made by a person whose license is under suspension shall be considered a separate violation of this section. Any person who assumes ownership of a food service establishment and proceeds to offer or sell food to the public without first obtaining a license from the Department of Health and Social Services shall be subject to the same penalty. This penalty is in addition to any other penalties provided for or powers bestowed upon municipal health authorities and/or the Director of Health pursuant to Chapter 368e of the Connecticut General Statutes and the Connecticut Public Health Code.

B. **Reinspection.** Any licensed food establishment that fails an inspection and requires a follow-up inspection to ensure compliance shall be subject to a reinspection fee of \$100. A last charge will be assessed if the reinspection fee is not paid within 30 days.

C. **Failed Reinspection.** Any food service establishment that fails a reinspection shall be subject to additional reinspection fees.

D. **Penalties other than suspension and revocation of license.** Any person who shall violate any of the provisions of this article, Public Act No. 17-93 and/or the Public Health Code of the State of Connecticut shall be guilty of a misdemeanor. Upon conviction thereof, such persons shall be subject to a fine of not more than \$100 for each day that an offense continues between the date of notice of violations and the date of correction as known by reinspection, or the date of disposition by a court of competent jurisdiction. Absent proof of a claim that said violation(s) has (have) been

corrected as herein provided for, said violation(s) shall be deemed to have continued consecutively each day during the period of time prior to said disposition. In addition thereto, such persons may be enjoined from continuing such violation(s).

8.20.560 - Review of plans.

A. Submission of plans.

Whenever a food establishment is constructed or remodeled and whenever an existing structure is converted to use as a food establishment, application for a food establishment plan review shall be made to the Director of Health. This application shall include properly prepared architectural plans and specifications for such construction, remodeling, or conversion. These plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the types and models of all proposed equipment and facilities. The Director of Health shall review and approve these plans and specifications prior to the start of any construction, remodeling or conversion. The Director of Health shall approve plans and specifications if they meet the requirements of this chapter, Public Act No. 17-93 and the Public Health Code of the State of Connecticut. No food establishment shall be constructed, remodeled, or converted except in accordance with plans and specifications approved by the Director of Health. No building permit shall be issued until such time as the Director of Health has submitted to the Building Official a written statement indicating her approval of plans and specifications.

B. Preoperational inspection.

Whenever plans and specifications are required by Section 8.20.520A of this article to be submitted to the Director of Health, the Director of Health shall inspect the food establishment as many times as she shall deem necessary prior to the start of operations to determine compliance with the approved plans and specifications and with the requirements of this chapter, Public Act No. 17-93 and the Public Health Code of the State of Connecticut. No certificate of occupancy shall be issued until such time as the Director of Health has submitted to the Building Official a written statement indicating her approval of the food establishment.

C. Restaurant floor plan review.

Detailed plans and specifications for new restaurants and restaurant renovations, additions, or alterations to existing structures shall be submitted by the applicant to the environmental health division for a pre-operational process and plan review.

This review shall require interpretation of blueprint, modification, a site visitation and a consultation between the health inspector and the prospective owner. Plan review is a necessary step in obtaining a license to open an establishment.

Area in Square Feet

<u>Area in Square feet</u>	
<u>0-1,000</u>	<u>\$100.00</u>

<u>1,001-1,500</u>	<u>\$125.00</u>
<u>1,501-2,000</u>	<u>\$150.00</u>
<u>2,001-3,000</u>	<u>\$175.00</u>
<u>3,001-3,500</u>	<u>\$200.00</u>
<u>3,501-4,000</u>	<u>\$225.00</u>
<u>Over 4,000: add \$25 per 500 square feet</u>	

8.20.570 – Equipment to conform with design and fabrication standards.

All new and replacement equipment used in the storage, processing, holding and transportation of food shall conform with the design and fabrication standards of the National Sanitation Foundation, or equal; provided these standards do not conflict with the requirements of this chapter or the Public Health Code of the State of Connecticut.

8.20.580 – Food establishments outside jurisdiction of the corporate limits of the City of Bridgeport.

Food from food establishments outside the jurisdiction of the Director of Health of the City of Bridgeport may be sold within the City of Bridgeport if such food establishments conform to the provisions of this chapter or to substantially equivalent provisions. To determine the extent of compliance with such provisions, the Director of Health may accept reports from responsible authorities in other jurisdictions where such food establishments are located.

The Department of Health and Social Services shall have the power and authority to adopt such rules and regulations as may from time to time become necessary to carry out the provisions of this chapter.

Article VI. - Itinerant Food Vendors

8.20.590 - Food vending license.

- A. No person, firm or corporation shall operate or maintain within the city an itinerant food vending business, servicing food or drink from any conveyance, without fixed location and without connections to water supply and sewage disposal systems, except after compliance with Public Act No. 17-93 and the Public Health Code of the State of Connecticut.
- B. The annual fee for each itinerant food vending unit shall be three hundred dollars (\$300.00). All licenses will be due by March 31st. A temporary itinerant vending food license of five days at a fee of one hundred twenty-five dollars (\$125.00) can be obtained.

C. In the event that the reapplication for license and receipt of payment for such license is not obtained by the department of health on or before March 31st the license shall increase to three hundred eighty dollars (\$380.00).

**CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY**

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Lisa R. Trachtenburg
Tyisha S. Toms



ASSISTANT CITY ATTORNEYS
Tamara Titre
Eroll V. Skyers

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

RECEIVED
CITY CLERKS OFFICE
18 DEC -4 AM 9:29
ATTEST
CITY CLERK

November 29, 2018

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

Re: Proposed Settlement of Pending Litigation in the Matter of Ramon Colon v. George Brown

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiffs</u>	<u>Nature of Claim</u>	<u>Plaintiffs' Attorney</u>
Ramon Colon	Civil Litigation	James Butler, Esq. Miller, Rosnick, D'Amico, August & Butler 1087 Broad St., Bridgeport, CT 06604

Kindly place this matter on the agenda for the City Council meeting on December 17, 2018 for referral to the Miscellaneous Matters Committee on January 22, 2019. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

cc: Joseph P. Ganim, Mayor
Lydia N. Martinez, City Clerk



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ISOLINA DeJESUS
Administrative Manager
Central Grants

JOSEPH P. GANIM
Mayor

Comm. #11-18 Ref'd to ECD&E Committee on 12/17/2018

December 12, 2018

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

Re: Resolution –State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant (#19231)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

Grant: State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant

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

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
18 DEC 12 PM 4: 06



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant (#19231)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Office of Planning and Economic Development is seeking DECD Cleanup funding for land located on Stratford Avenue. This project aims to revitalize 14 parcels known as "Civic Block."

CONTRACT PERIOD: December 2018 -December 2021

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 743,250
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Remediation	\$ 510,750
Monitoring	\$ 180,000
Other: Filings	\$ 52,500

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$	\$
Supplies:	\$	\$
Construction:	\$	\$
Other:	\$	\$

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Economic and Community Development (DECD)
Round 12 Remedial Action and Redevelopment Municipal Grant
(#19231)**

WHEREAS, the State of Connecticut 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 Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant (#19231)**; and

WHEREAS, funds under this grant will be used to support the revitalization of the 14 parcels known as "Civic Block"; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **The State of Connecticut Department of Economic and Community Development (DECD)** to continue revitalization of the 14 parcels known as "Civic Block."

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 **State of Connecticut Department of Economic and Community Development (DECD)** for the purpose of continuing the Redevelopment Plan of cleaning up the City; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Economic and Community Development (DECD)** 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
CENTRAL GRANTS OFFICE

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

ISOLINA DeJESUS
Administrative Manager
Central Grants

JOSEPH P. GANIM
Mayor

**Comm. #12-18 Ref'd to Public Safety & Transportation Committee
on 12/17/2018**

December 12, 2018

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

Re: Resolution –Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2018 Assistance to Firefighters Grants (AFG) Operations and Safety (Project #19210, #19211, #19212)

Attached, please find a Grant Summary and Resolution for the **Federal Emergency Management Agency (FEMA) FY 2018 Assistance to Firefighters Grants (AFG) Operations and Safety** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

Grant: City of Bridgeport application to the **Federal Emergency Management Agency (FEMA) FY 2018 Assistance to Firefighters Grants (AFG) Operations and Safety**

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

RECEIVED
CITY CLERKS OFFICE
18 DEC 12 PM 4: 06
ATTEST
CITY CLERK



GRANT SUMMARY

PROJECT TITLE: Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2018 Assistance to Firefighters Grants (AFG) Operations and Safety (Project #19210, #19211, #19212)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Fire Department is seeking \$1,053,445 to fund three operations and safety projects: Cancer Screening, Technical Rescue Training, and the purchase of 12,500 feet of 2.5 hose. Grant stipulations require a cash match of 10% of requested grant award. A match of \$117,049 has been established.

PROJECT OVERVIEW:

Cancer Screening is a program from Life Scan Wellness Center, which specializes in Fire and Police Department screening. 307 members of the Fire Department physicals' will include a physical exam, cardiac & pulmonary assessment, cancer and disease assessment, blood and laboratory tests and fitness evaluation. If there are any problems detected, Life Scan will be part of the treatment plan. A health screening by Life Scan Wellness Centers would allow the BFD to find and address possible undiscovered conditions as well as set up baseline results for healthy individuals.

Technical Rescue Training is specialized in the areas of rope rescue, trench rescue, confined space rescue and structural collapse operations. This grant will train 72 members to complete a four-platoon shift system including a three-fire company hose to the status of rescue support to include a supplemental rescue support ladder company in another fire station. This will allow an operational level to provide these critical and technical services to our community while providing a safe training and working environment to our firefighters.

Hoses - Currently, the 2.5-inch & 3-inch hoses perform at levels much lower than they are designed to deliver due to deterioration from age and use. The hoses are over 20 years old. Being that the hose is not uniformed it is an issue. The hoses that are currently being used are a mix of 2.5 and 3 feet hoses. This is causing more property damage and firefighters are operating in an Immediately Dangerous to Life and Health atmosphere longer than if the hose was upgraded and uniformed. Replacing this hose would make the firefighter more efficient and will also cut down on training time.

CONTRACT PERIOD: 4/6/2019 – 4/6/2020 (This is an attentive date. Contract Period is twelve months from the date of the award.)

FUNDING SOURCES (include matching funds):	
Federal:	\$ 1,053,445 (Cancer-\$151,965; Training-\$835,599; Hose-\$65,880)
State:	\$
City:	\$ 117,049 (City Capital) (Cancer-\$16,885; Training-\$92,844; Hose \$7,320)
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 623,134 (Training-Overtime)
Supplies:	\$ 65,880 (Equipment-Hose)
Construction:	\$
Contractual:	\$ 364,430 (Cancer Screening-\$151,965; Training \$212,465)

MATCH REQUIRED		
	CASH	IN-KIND
Source: City Capital Funds		
Salaries/Benefits:	\$ 69,237 (Training)	\$
Supplies: Hose	\$ 7,320 (Hose)	\$
Construction:	\$	\$
Contractual: Programs-Cancer Screening & Training	\$ 40,492 (Cancer-\$16,885; Training-\$23,607)	\$

A Resolution by the Bridgeport City Council

Regarding the

**Department of Homeland Security
Federal Emergency Management Agency (FEMA)
FY 2018 Assistance to Firefighters Grants (AFG) Operations and Safety
(Project #19210, #19211, #19212)**

WHEREAS, the Federal Emergency Management Agency (FEMA) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the FY 18 Assistance to Firefighters Grants (AFG); and

WHEREAS, funds under this grant will be used to support a cancer screening program, technical rescue training and replace fire hoses; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Fire Department submits an application to FEMA to support operations and safety 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 Federal Emergency Management Agency (FEMA) for the purpose of its Assistance to Firefighters Grants; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the Federal Emergency Management Agency (FEMA) and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



**OFFICE OF THE CITY CLERK
RESOLUTION FORM**

RECEIVED
CITY CLERKS OFFICE

18 DEC 12 AM 9: 21

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	09-18		
Submitted by Councilmember(s):	Jack O. Banta		
Co-Sponsors(s):	Denese Taylor-Moye	Choose an item.	Choose an item.
District:	131ST		
Subject:	One-Way Streets Seaside Village		
Referred to:	Board of Police Commissioners		
City Council Date:	May 7, 2018		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, Seaside Village is in an Historic District on the east side of Iranistan Avenue between South Avenue and Burnham Street and encompasses Albert Square, Alsace Street, Cole Street, Flanders Street, Forest Court, Forest Street and Sims Street all of which form an enclave of residential homes built on slightly curved streets, cul-de-sacs, with small greens or squares; and

WHEREAS, this housing complex which was built during World War I is adversely impacted by the heavy urban traffic generated by adjacent I95, the University of Bridgeport, and Seaside Park; and

WHEREAS, Seaside Village's streets are narrow, difficult to navigate and become gridlocked whenever a truck (or large van) tries to travel in one direction while another vehicle attempts to travel in the other direction and are frequently gridlocked when the volume of traffic swells

WHEREAS, the residents of Seaside Village are concerned about their ability to escape during an emergency evacuation, to have police, medical or fire services respond effectively, and are often subjected to excessive noise resulting from horns used by drivers frustrated by the gridlock; and

WHEREAS, Cole Street and Sims Street are particularly difficult to navigate due their narrowness and the gridlock caused by the volume of traffic entering and exiting them via Iranistan Avenue; and

WHEREAS, residents ask that traffic flow throughout Seaside Village be improved by converting Cole Street and Sims Street to one-way streets from Iranistan Avenue to Flanders Street with Cole Street only for traffic entering from Iranistan Avenue and Sims Street only for traffic exiting; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the Board of Police Commissioners direct the City's Traffic Engineer to determine if converting Cole Street and Sims Street to one-way streets from Iranistan Avenue to Flanders Street and installing the proper one-way street signage at key points will reduce traffic gridlock and increase public safety in Seaside Village.

-Attachments-



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

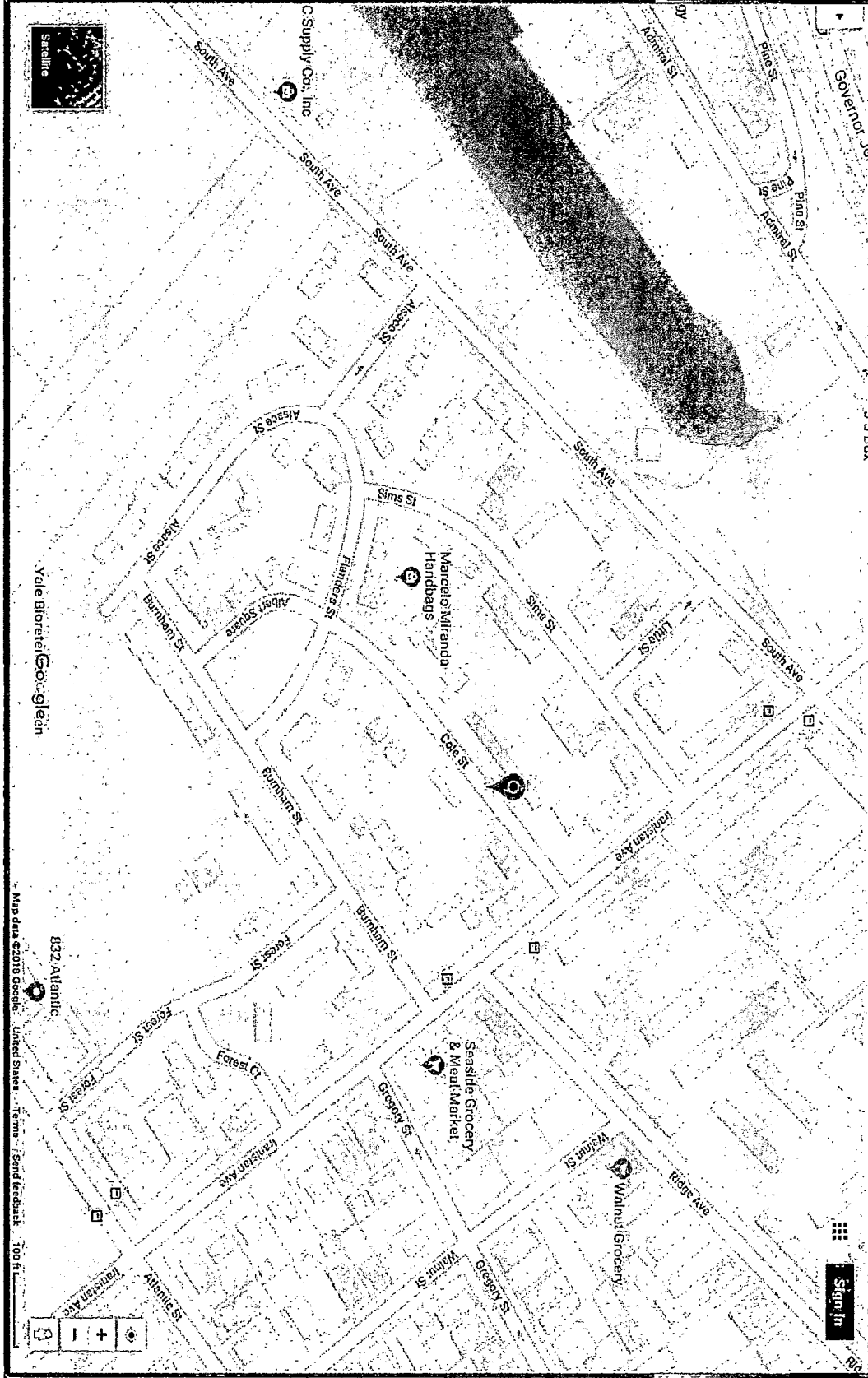
City Council Approval Date:	
-----------------------------	--

SECTION IX COMMENTS (if any)

<https://www.google.com/maps/place/Cole+St,+Bridgeport,+CT+06604/@41.13585,-72.81125,15z>

Search

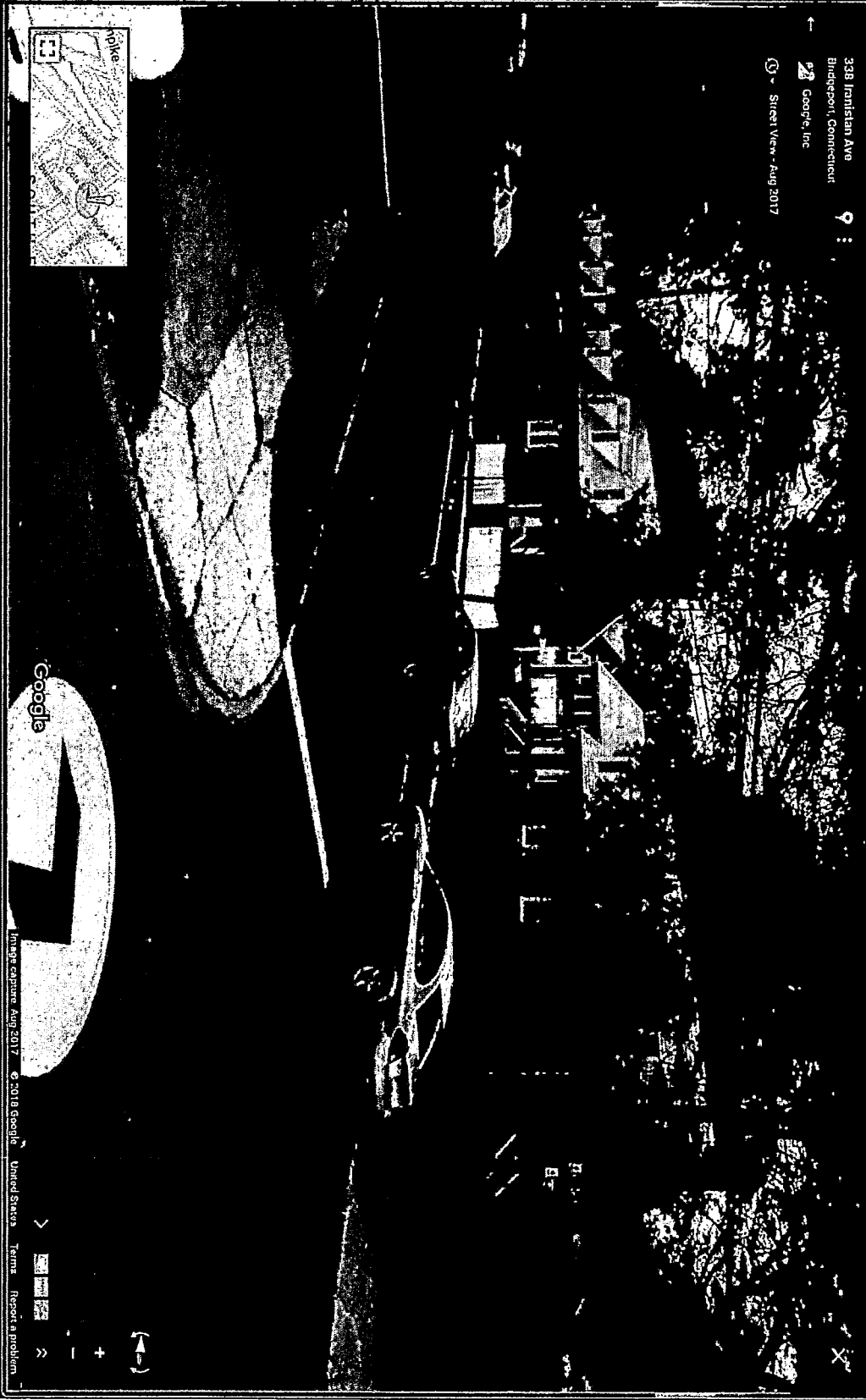
Sign in



338 Iranistan Ave
Bridgewater, Connecticut

Google, Inc

Street View - Aug 2017



1 Cole St
Bridgeport, Connecticut
Google, Inc.

Street View - Dec 2015



Image capture Dec 2015

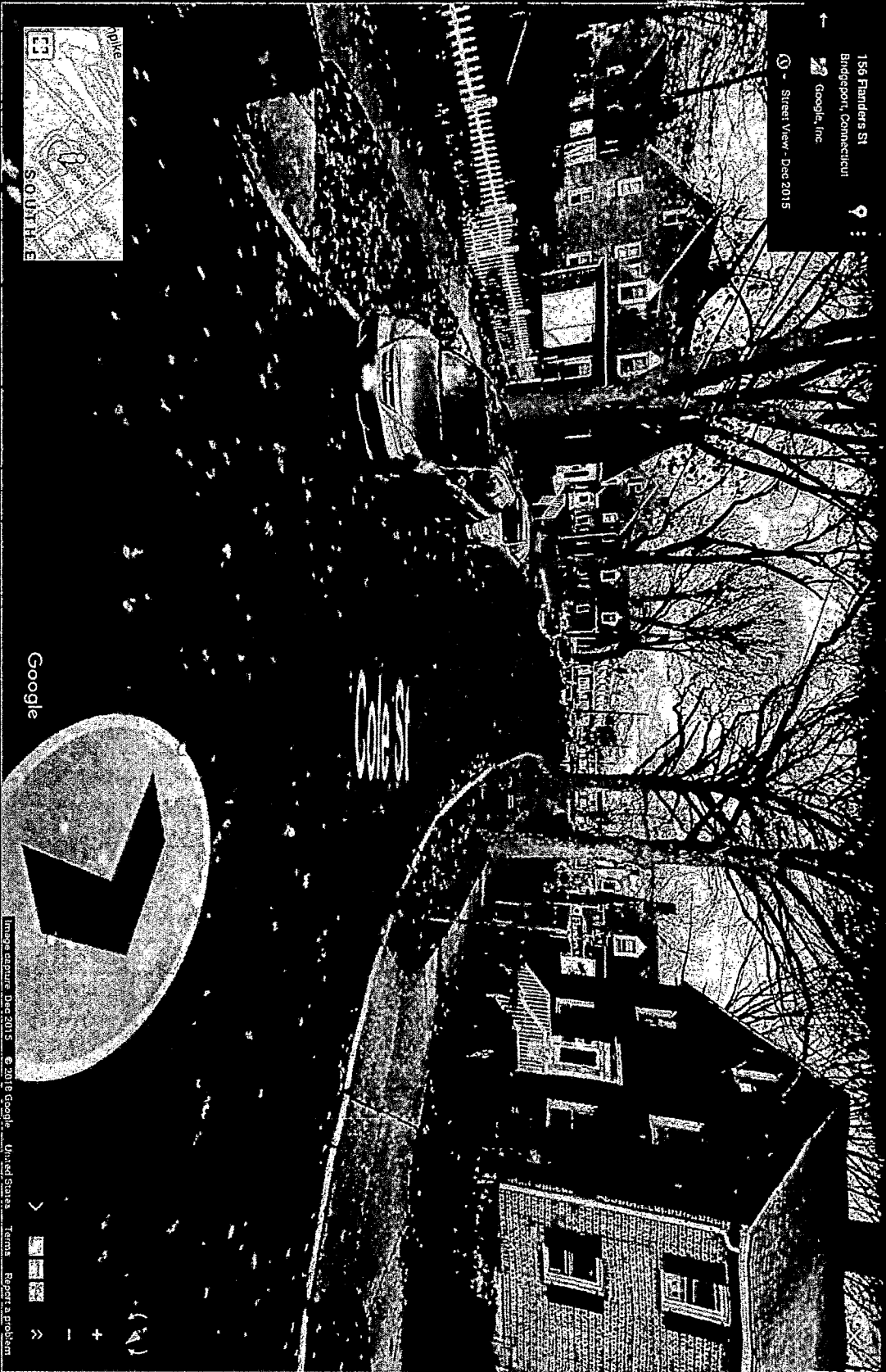
© 2015 Google United States Terms

Report a problem



156 Flanders St
Bridgeport, Connecticut
Google, Inc

Street View - Dec 2015



Google

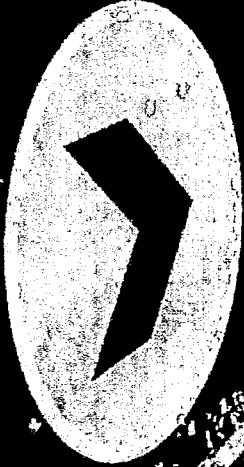
[Home](#) - [Team Site](#) - [132 Flanders St](#) - [Map](#) - [Satellite](#) - [Street View](#) - [Historical Imagery](#) - [3D](#) - [Layers](#) - [Map data](#) - [© 2015 Google](#)

132 Flanders St
Bridgeport, Connecticut



Street View - Dec 2015

Flanders Six



Google

76 Sims St - Google Maps

Home - TeamSite
 Refresh
 Print
 Street View - Dec 2015

<https://www.google.com/maps/@41.1658744,-73.2000463,3.90z>
 Search

76 Sims St

Bridgeport, Connecticut

Google, Inc



76 Sims St
 Broomfield, Connecticut

[Google](#)
[Street View - Dec 2013](#)





Google

374 Iranistan Ave
Bedfordport, Connecticut

Street View - Aug 2017



Google

Item # *177-17 Consent Calendar

Resolution to proceed with the Final Design and Construction of the Pequonnock River Trail Extension made possible by CT Department of Transportation Congestion Mitigation & Air Quality (CMAQ) grant.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: November 19, 2018

Tabled & Ref'd Back to Committee: November 19, 2018

Re-Submitted: December 17, 2018

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #177-17 was approved by the City Council of the City of Bridgeport on December 17, 2018 and does not require Mayoral signature; said approval effective as of January 9, 2019

RECEIVED
CITY CLERKS OFFICE
19 JAN -9 AM 10:28
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. *177-17 Consent Calendar

Resolution

WHEREAS, the Pequonnock River Trail is a 16-mile bicycle route extending from the Monroe-Newtown border, through Monroe and Trumbull, and currently ending at Beardsley Park in Bridgeport; and

WHEREAS, the City of Bridgeport Office of Planning and Economic Development secured \$1.4 Million of federal Congestion Mitigation & Air Quality (CMAQ) funding managed by the Connecticut Department of Transportation, and provided a \$400,000 local match; and

WHEREAS, the total \$1.8 Million is being utilized to design and construct the remaining 3 miles to connect the Pequonnock River Trail between Beardsley Park and Seaside Park, identified as State Project 15-374; and

WHEREAS, OPED, in consultation with CTDOT, hired NV5 to design the remaining segment of the Pequonnock River Trail through Bridgeport; and

WHEREAS, the project design focuses on the creation of dedicated bicycle lanes where most feasible, and clear signage for bicycles along the entire length of the Trail; and

WHEREAS, the design is transitioning from preliminary design to final design; and

WHEREAS, three (3) public information meetings were conducted during July and August 2018, followed by an additional two-week public comment period; and

WHEREAS, the CTDOT requires City Council support to move the project into final design and construction.

NOW THEREFORE, BE IT RESOLVED, that the City of Bridgeport, through its City Council, does support the advancement of design and subsequent construction of the City's "Pequonnock River Trail Extension," utilizing funds from the CMAQ Program, otherwise identified as State Project 15-374.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Public Safety and Transportation
Item No. *177-17 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

Jack O. Banta

Jack O. Banta, D-131st , Co-Chair

Ernest E. Newton, II

Ernest E. Newton, II, D-139th

Karen Jackson

Karen Jackson, D-138th

Kyle Piché Langan

Kyle Piché Langan, D-132nd

Eneida L. Martinez, D-139th

Maria I. Valle

Maria I. Valle, D-137th

City Council Date: November 19, 2018
Tabled & Ref'd Back to Committee: November 19, 2018
Re-Submitted: December 17, 2018

Item #*172-17 Consent Calendar

Professional Services Agreement with National
Development Council regarding Economic
Community Development Financial Consulting
Services.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: December 17, 2018

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

Approved by: Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #172-17 was approved by the City Council of the City of Bridgeport on December 17, 2018 and does not require Mayoral signature; said approval effective as of January 9, 2019

RECEIVED
CITY CLERKS OFFICE
19 JAN -9 AM 10:28
TEST
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. *172-17 Consent Calendar

**A Resolution by the Bridgeport City Council
Authorizing a Professional Services Agreement for the Provision of Community and
Economic Development Financial Consulting Services**

WHEREAS, from January 24th through February 9th of 2018, the Office of Planning and Economic Development (“OPED”) conducted a public Request for Qualifications (“RFQ”) for Economic and Community Development Financial Services; and

WHEREAS, the National Development Council (“NDC” – the “Consultant”), with its Connecticut Office located in Bridgeport, emerged from the RFQ process as the best qualified consultant; and

WHEREAS, OPED wishes to recommend the Consultant and the attached “Professional Services Agreement” to the City Council for approval; and

WHEREAS, the OPED will be utilizing operational funding to contract with the Consultant; and

NOW THEREFORE, BE IT RESOLVED that the Bridgeport City Council approves the attached Professional Services Agreement between the Consultant and OPED;

BE IT FURTHER RESOLVED that the Director of OPED, or his designee, is hereby authorized to execute the Professional Services Agreement Substantially in the form attached hereto and made a part hereof, subject to the final approval of the City Attorney’s Office as to form and content, and is further authorized to execute any and all other documents and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

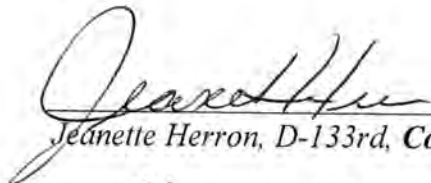


City of Bridgeport, Connecticut Office of the City Clerk

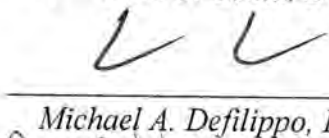
Report of Committee on Contracts
Item No. *172-17 Consent Calendar


-2-


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS


Jeanette Herron, D-133rd, Co-Chair

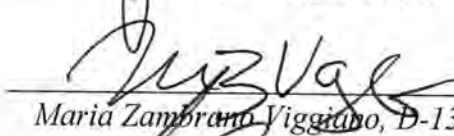

Jack O. Banta, D-131st

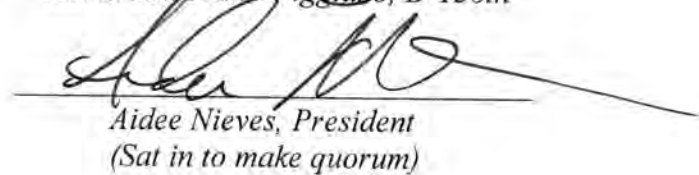

Michael A. Defilippo, D-133rd


Amy Makie Vizzo-Paniccia, D-134th


Ernest E. Newton II, D-139th, Co-Chair


Alfredo Castillo, D-136th


Maria Zambrano Viggiano, D-136th


Aidee Nieves, President
(Sat in to make quorum)

City Council Date: December 17, 2018

AGREEMENT BY AND BETWEEN
CITY OF BRIDGEPORT, CT
AND
NATIONAL DEVELOPMENT COUNCIL
REGARDING
COMMUNITY AND ECONOMIC DEVELOPMENT ADVISEMENT

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CITY CLERK

This Agreement is made and entered into this ___ day of December, 2018 by and between the **CITY OF BRIDGEPORT, CONNECTICUT**, a municipal body corporate and politic whose address is 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter called the "CITY" or "Client") and **NATIONAL DEVELOPMENT COUNCIL** (hereinafter referred to as "NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 24 Whitehall Street New York, New York 10004.

WITNESSETH THAT:

WHEREAS, NDC is the oldest national economic development non-profit with a focus in creating housing, jobs, and communities for our clients. From 1969 to the present, our work has been guided by our overarching mission to deliver capital where it is needed most by assisting our clients to leverage available resources for the greatest possible impact.

WHEREAS, NDC works exclusively on behalf of municipalities and local development corporations to "lessen the burdens of government" and protect the interest of our municipal partners.

WHEREAS, NDC is uniquely suited to provide consulting services to because of extensive experience in the field, professional capacity and depth, and a deep knowledge of federal and state resources.

WHEREAS, NDC is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Client utilizing its expertise in economic and community development activities and housing.

WHEREAS, the City is desirous of continuing to receive professional services of an advisor to develop and assist in the implementation of the City's community and economic development programs;

WHEREAS, NDC has for years provided the City with such economic and community development services and has become a valuable resource for the economic development delivery system in the City of Bridgeport;

WHEREAS, NDC has established a Connecticut office in the City of Bridgeport;

WHEREAS, NDC is willing to continue to provide, on such terms and conditions as are hereinafter

provided, technical assistance to the City utilizing its expertise in economic and community development activities and housing.

WHEREAS, NDC undertakes our work through two areas of activity focus: capacity building and financing and development, as shown below. In both areas, we bring resources to the implementation side of development projects through either technical assistance or direct capital.

CAPACITY		FINANCING & DEVELOPMENT		
Technical Assistance	Training & Certification	Corporate Equity Fund	Grow America Fund	HEDC
				
<p>Technical Assistance – NDC field directors help define, design and execute development and business finance initiatives</p> <p>Training — NDC instructors teach the skills and knowledge needed to successfully facilitate housing and economic development projects</p>		<p>Corporate Equity Fund - NDC serves as a development partner as well as provides syndicated investments in low income and historic tax credits</p> <p>Grow America Fund – NDC creates jobs through SBA lending that focuses on LMI as well as W/MBE businesses</p> <p>Housing & Economic Development Corporation (HEDC) – A 501(c)3 non-profit affiliate of NDC finances and builds community and public facilities on behalf of our client communities through public-private partnerships and new markets tax credits</p>		

WHEREAS, the Client desires to receive professional services, has issued a request for qualifications, and has selected NDC from the other candidates as the most qualified and suitable to assist in the implementation of the City's community and economic development programs;

NOW THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The City believes that NDC represents that it regularly performs services for various governmental agencies and public benefit corporations located across the United States. The purpose of this Agreement is to set forth the terms upon which NDC will provide the City with assistance that the City has requested, which is generally described as in Exhibit A (the "Services"). NDC agrees to perform such Services as are requested by the City and to provide such other services, as NDC and the City deem necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the Services to be offered to the City by NDC. In performing the requested Services, NDC shall consult with the Client's representatives who, at the inception of this Agreement are Thomas Gill, Director of the Office of Planning and Economic Development ("OPED"), and William Coleman, Deputy Director of OPED, and shall meet, as appropriate, with such representatives or other entities when requested and as necessary, including without limitation, State of Connecticut Department of Economic and Community Development, Connecticut Housing Finance Authority, Connecticut Development Authority, U.S. Department of Housing and Urban Development, commercial bank representatives, developers, community development corporations, economic development intermediaries, and Federal economic and housing officials.

The person in charge of administering this Agreement on behalf of the City shall be William Coleman, Deputy Director of OPED, or other such person as the City of Bridgeport shall designate in writing.

The person(s) responsible for the services to be rendered on behalf of NDC shall be Kevin Gremse, Matthew Wexler, or Ken Baker, Directors of NDC, or other qualified persons as designated in writing by NDC and accepted by the City.

II. DURATION, TERMINATION

NDC agrees to commence work for the City effective January 1, 2019 and shall continue providing technical assistance for twelve (12) months or until this Agreement is earlier terminated. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 48 hours after receipt of such notice. This Agreement is renewable and effective upon written notice to NDC from the City. Such written notice will be provided within thirty (30) days before the end of the contract term. In the event of renewal of this Agreement, the compensation payable for such renewal period shall be as provided in Section III.

III. COMPENSATION

The City shall compensate NDC for performance of Services received hereunder in a total amount not to exceed ninety thousand dollars (\$90,000). The City's portion will be payable in twelve (12) monthly installments of seven thousand five hundred dollars (\$7,500) billed in arrears for the Services rendered during the previous month. The base fee amount includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, NDC is responsible for

all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the City and the NDC. Payment by the City for Services rendered under this Agreement evidences the City's acceptance of such Services rendered in the invoice for which payment is made in accordance with the terms of the Agreement.

IV. MISCELLANEOUS PROVISIONS

- 4.1 **Ownership of Material and Documents.** All final reports and other materials prepared by NDC for the City shall be the property of the City, however all work papers and other source materials shall be the property of the NDC. NDC shall deliver such materials to the City in accordance with the terms and conditions of this Agreement. City shall not, without NDC's written consent, associate NDC's name with the report\product, if a subsequent change is made in such report\product after submission and receipt by the City.
- 4.2 **Right to Audit.** NDC shall establish and maintain appropriate procedures which will assure the proper accounting of all funds paid to it under this Agreement. City or any of their duly authorized representatives shall have access to any books, documents, papers and records of NDC and/or its subcontractors which are directly pertinent to a specific program for the purpose of making an audit, an examination, excerpts and transcriptions. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention allowed by Connecticut law or official policy, all books, records and supporting details shall be retained for a period of at least five (5) years after the expiration of the term of this Agreement.
- 4.3 **Confidentiality of Reports.** NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and which the City designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of City or as required by a court of law or administrative agency.
- 4.4 **Equal Opportunity.** NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the City, and that party may be declared ineligible for further City contracts.
- 4.5 **Conflicts of Interest.** No elected or appointed City official, officer, department head or employee of the City or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

4.6 **Notices.** All notices shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.

4.7 **Responsibility for Claims-Mutual Indemnification.** City agrees to indemnify and save harmless NDC, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person including death or personal property or otherwise caused by or resulting from the City's sole proximate cause in furtherance of the work described herein. NDC agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of NDC's bad faith, willful misconduct or gross negligence.

NDC agrees to indemnify and save harmless City, elected and appointed officials, officers, directors, employees, contractors and agents from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person including death or personal property or otherwise caused by or resulting from NDC's activities in furtherance of the work and Services described herein. City agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of City's bad faith, willful misconduct or gross negligence that is the sole proximate cause of such damage.

The indemnifications contained in this paragraph 4.7 shall survive performance of this Agreement or its earlier termination.

4.8 **Release of News Information.** No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the City.

4.9 **Compliance with Laws.** NDC agrees to comply with all applicable federal, state and local laws in the conduct of the Services hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Connecticut.

4.10 **Assignment.** Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.

4.11 **Severability.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

4.12 **Dispute Resolution:** Resolution of Disputes and Choice of Law. The parties agree that all disputes between them, if they cannot be resolved by mutual agreement, shall be resolved by a court of competent jurisdiction located in Fairfield County, Connecticut. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF CONNECTICUT.

- 4.13 **Supplemental Provisions.** Either party may require supplemental provisions which will govern the agreement between the parties by attaching hereto such supplemental provisions as Exhibit "C". The cost of supplemental provisions is not included in the contract price quoted in III above. The City will only reimburse the cost of supplemental provisions if NDC obtains written approval within thirty (30) days prior to the expenditure.
- 4.14 **Acknowledgement.** The City expressly acknowledges that all opinions and advice (written or oral) given by NDC to the City in connection with NDC's engagement are intended solely for the benefit and use of the City in considering one or more aspects of a particular project or transaction being contemplated and the City agrees that no such opinion or advice shall be used for any other purpose or reproduced, discriminated, quoted or referred to at any time without the prior written consent of NDC.
- 4.15 **Disclaimer.** The City is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims any intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder. Upon the request of City, NDC may, but is not required to, participate in the development of any project in such capacity as the parties may mutually agree.
- 4.16 **Entire Agreement.** This Agreement and the exhibits and schedules attached hereto contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein.
- 4.17 **Approval.** This Agreement will become effective after approval by the Bridgeport City Council and delivery of a fully-executed original hereof to NDC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF BRIDGEPORT:

NATIONAL DEVELOPMENT COUNCIL:

By: _____

Thomas Gill
Director

By: _____

Daniel Marsh III
President

**NDC TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
EXHIBIT A**

The Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The City and NDC, by mutual agreement, may revise this Scope of Services from time to time. The assistance within this Scope of Services includes:

- A. Assist the Client in the design, implementation, and monitoring of the financing elements of an economic development and/or small business development plan of the Client. The professional services may include some or all of the following:
- Managed Disposition of publicly owned sites
 - NDC's starting point in any public-private development is to distill the complexities of the project to basic types of information that need to be communicated to make the opportunity attractive to potential development partners. NDC's experience is that a "Managed Disposition" involving the use of both a request for qualifications ("RFQ") and request for proposals ("RFP") results in the highest mutually beneficial outcomes.
 - Tax Incentives
 - NDC can assist with local policy with respect to real estate tax incentives, including both tax increment financing (TIF) and tax abatements. NDC can assist client with right sizing the tax incentive for purposes of creating financial feasibility without providing undue enrichment.
 - HUD Programs
 - NDC is vastly experienced with economic and housing development tool kit from the U.S. Housing and Urban Development (HUD). NDC can assist with the programmatic and financial underwriting for the use of CDBG, HOME, and Section 108 loan guarantee program.
 - Small Business Lending
 - During the course of its fifty years, NDC staff has been extensively involved with creating access to lower costs long-term capital for small businesses. NDC can assist client with programmatic development and the creation of policies and procedures for small business lending.
 - Gap Analysis
 - Assist the Client in the evaluation of specific requests for financial participation and determine the appropriate sizing and terms for such assistance, structuring the financial assistance to meet the financial needs of the project without providing "undue enrichment" to the developer.
- B. Assist the City in the design, implementation, and monitoring of the financing elements of an economic development plan and small business development of the City.

- C. Determine the most appropriate approach to utilize up to \$30 million in City capital funds to leverage private investment and fill funding gaps for prioritized developments in the City. NDC will deliver a memorandum to City officials on the need for and the sizing of such assistance as a means of filling gaps without unduly enriching the projects and the recipients.
- D. Review the "Tax Development Policy" established by the City and provide suggestions for refining and modifying it to meet the needs of the marketplace and projects seeking such assistance.
- E. Review the applications for assistance under the "Tax Incentive Development Policy," conduct an initial financial analysis to determine the need for such assistance, and prepare written memorandum on the economic justification for assistance and the sizing and terms of such assistance.
- F. Provide continued update on the new federal tax incentive available through the recently designated **Opportunity Zones**, which provide capital gains tax relief to individual investors who invest in Opportunity Zone Funds. NDC will provide guidance for the creation of such funds and provide assistance for profiling targeted real estate developments and businesses which are seeking private equity investment in exchange capital gains tax deferrals, reductions, and exemptions.
- G. At the City's request, NDC will review and evaluate projects being considered by the City for community and economic development assistance. This assistance provided by NDC may include, but not be limited to:
- Evaluating developer experience and capacity.
 - Financial review of the sources and uses, operating proformas, and financial statements in order to determine financial feasibility of proposed developments.
 - Determination of the appropriateness of City financial support for proposed developments, in the form of tax abatements, discounted land sale/leases, or direct financial participation through entitlement funds such as CDBG or HOME,
 - Financial layering analysis in instances in which HOME or CDBG funds are used to assist third party businesses and/or developers, as per the code of federal regulations governing HOME and CDBG,
 - Financial structuring of deals with available public sector economic development programs.
 - Review of appraisals, cost assumptions, capital budgets, operating statements, marketing date and other funding commitments.
 - Advising on tax credit equity sources, requirements and structuring.
 - Identifying other funding sources for the range of commercial, industrial, and residential real estate and business credit deals.
 - Assisting with development issues during pre-development and development.
 - Structuring loan documents and development agreements.
 - Advising on program regulations issues.

- H. NDC will provide technical support and/or financial analysis to the City with respect to its economic and housing development program proposals.
- I. NDC will provide technical assistance and advocacy in the City's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to:

Federal Resources

- Community Development Block Grant (CDBG) program
- HOME Investment Partnership program
- HUD Section 108 loans,
- U.S. Department of Commerce Economic Development Administration (EDA)
- U.S. Environmental Protection Agency (EPA) Brownfields Program, including Targeted Assessments, Supplemental Pilot Program, and Brownfields Revolving Loan Fund,
- U.S. Small Business Administration 7(a), 504, and Microenterprise programs
- New Markets Tax Credits(NMTC)
- Federal Home Loan Bank Community Investment Program
- Rehabilitation Tax Credits (Historic Tax Credits)
- Low Income Housing Tax Credits (LIHTC)
- Renewable Energy Investment Tax Credits

State of Connecticut resources

- Department of Economic and Community Development
 - Department of Housing
 - Connecticut Housing Finance Agency
 - Community Economic Development Fund
 - Connecticut Economic Resource Center
 - Connecticut Housing Investment Fund
- J. At the City's election, provide four (4) scholarships to be used by City staff for attendance in NDC's "Economic Development Finance Professional Certification" or "Housing Development Finance Professional" training program or provide "in-house" staff training to City staff.
- K. Conduct up to three days of in-house training for city staff and other economic development professionals in the Bridgeport market. The training curriculum can be extracted from NDC nationally economic and housing development finance certification series and modified to the needs of the Bridgeport market. Such NDC training can also include training sessions for elected officials, including City Council members, on economic development finance and the practical use of financial incentives to attract development and investment.
- L. NDC will review, as directed, the City's established economic development and/or housing development programs, including but nit limited to;

- Community Capital Fund
- Section 108 Loan Guarantee Program
- CDBG
- HOME Investment Partnership Program

Such review will address the following items

- Program goals
- Eligibility criteria
- Underwriting criteria
- Program documents
- Internal administration of application and approval processes

- M. NDC will continue a sub-contractual agreement with The Grow America Fund, Inc. ("GAF"). NDC and GAF will assist the City in the administration of a self-sustaining community economic development loan pool for Bridgeport businesses referred for consideration by the City.

NDC will direct and oversee, under its sub-contractual agreement with GAF, all activities to be performed. The GAF Subcontractor Agreement will require GAF to satisfy all applicable U.S. SBA requirements and regulations.

City and the GBF will authorize GAF to use its SBA license to make SBA guaranteed loans sponsored by City.

- N. Establish the City's participation "NDC New Markets," a designated Community Development Entity (CDE), through which New Markets Tax Credits (NMTCs) will flow to investors of qualified community development projects that benefit low and moderate-income communities in Bridgeport. Such participation in the CDE will enable City to access lower cost low term debt and equity sources for qualified community development projects in the City.

- O. NDC, alone and/or via authorized sub-contractors, will provide the City, upon its request, with other related community and economic development services. These services may include but need not be limited to:

- Establish City/NDC joint venture program for industrial and commercial development projects through Community Development Group, Inc. (CDG).
- Establish City's participation in NDC's 501(c)(3) Bond and Donation Program.
- Establish City's participation in NDC's "Corporate Equity Fund," a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits.
- Establish City's participation in all other programs as developed and introduced by NDC during the contract term.

- P. At the request of the City, and in furtherance of NDC Housing and Economic Development

Corporation's (HEDC) charitable public purpose, NDC agrees to use the not-for-profit development services of its affiliate to undertake sponsored development projects. Public Facility projects undertaken by HEDC will require the active participation of the CITY, and will only be undertaken if HEDC's Board of Directors determines that the development of the project is financially feasible, "lessens the burden of government", and meets HEDC's "charitable public purpose."

HEDC's activities will be undertaken as a separate program activity with fees for services rendered determined on a case-by-case basis. Development fees to the greatest extent possible will be included in the project's capital budget, and financed as part of the project.

Eligible project development fees shall include, but not be limited to, development risk fees, legal and accounting fees, asset management fees, and project management fees.

EXHIBIT 1
NDC DISCLAIMER

Standard disclaimer regarding NDC's compliance with Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and amended Section 15B of the Securities and Exchange Act of 1934 ("Exchange Act"):

The National Development Council is not a Registered Municipal Advisor as defined in Dodd-Frank and the Exchange Act and therefore cannot provide advice to a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including structure, timing, terms or other similar matters concerning such financial products or issues.

The general information contained in this document is factual in nature and consistent with current market conditions and does not contain or express subjective assumptions, opinions, or views, or constitute a recommendation, either express or implied, upon which a municipal entity or obligated person may rely with respect to municipal products or the issuance of municipal securities.

In connection with these matters, it is expressly understood by all parties that NDC is not acting as your agent, advisor, municipal advisor, or fiduciary. NDC may have financial and other interests that differ from yours. You should discuss the information contained herein with your own municipal, financial, legal, accounting, tax, and/or other advisors, as applicable, to the extent that you deem appropriate.

Item # *192-17 Consent Calendar
Construction Agreement with Armani Restoration,
Inc. regarding the City Hall Façade Project.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: December 17, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #192-17 was approved by the City Council of the City of Bridgeport on December 17, 2018 and does not require Mayoral signature; said approval effective as of January 9, 2019

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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. *192-17 Consent Calendar

RESOLUTION

(CITY HALL TORNADO DAMAGE CONSTRUCTION)

WHEREAS, the City of Bridgeport ("City") has completed structural integrity assessments for all three phases of the design, engineering, repair and improvement of City Hall (45 Lyon Terrace) regarding damages to City Hall resulting from the tornado of June, 2010; and

WHEREAS, the completion of the design and engineering work for repairs and improvements to the façade now enables the City to proceed with the construction repairs and improvements to the façade at City Hall; and

WHEREAS, due to the extended need for public access to City Hall and the urgent need for such repairs thereto, the construction of the designed repairs and improvements are scheduled to proceed in three phases in order to keep the building continuously accessible to the public during said repairs and improvement construction; and

WHEREAS, the City will be pursuing the additional work as additional phases, front stairs as one additional phase, and ramps and side stairs as another phase; and

WHEREAS, Council has already approved and bonded for the actual repair and improvement construction for all three phases; and

WHEREAS, the City has competitively bid and selected a contractor to commence the actual repairs/improvements to the City Hall façade ("Phase I"), and will in subsequent phases engineer and construct the repairs/improvements to the front steps, side steps and ramps of City Hall (Phases II and III) (collectively the "Project"); and

WHEREAS, the City and the selected contractor are prepared to proceed to contract of the construction of said repairs and improvements of Phase I to City Hall; and

WHEREAS, the repairs/improvements to the façade (Phase I) and the contract for approval attached hereto is for the already bond approved cost of approximately Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, the City, design and engineering having been completed, desires to proceed expeditiously with the repairs and improvements to the façade of City Hall; and



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts
Item No. *192-17 Consent Calendar

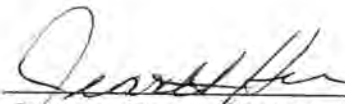
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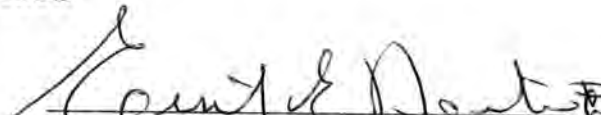
WHEREAS, the subsequent phases of the Project, including design/engineering and construction, as already approved and bonded, are anticipated to bring a total project cost, including costs to date, to approximately Two Million Dollars (\$2,000,000.00); and

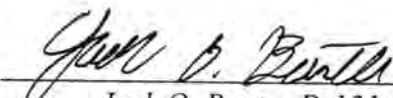
WHEREAS, the subsequent phases are expected to move expeditiously as each phase completes.

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Mayor, his designee, or the Purchasing Agent, may execute the attached Construction Contract for Phase I of the Project, and construction contracts for the subsequent phases of the Project, substantially in the form attached hereto, and may execute such other documents, including but not necessarily limited to, permit applications, may be deemed appropriate or necessary in furtherance of the Project with the review and approval of the Office of the City Attorney.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS


Jeanette Herron, D-133rd, Co-Chair


Ernest E. Newton II, D-139th, Co-Chair



Jack O. Banta, D-131st


Alfredo Castillo, D-136th


Michael A. Defilippo, D-133rd


Maria Zambrano Viggiano, D-136th


Amy Marie Vizzo Paniccia, D-134th


Aidee Nieves, President
(Sat in to make quorum)

City Council Date: December 17, 2018

City of Bridgeport and Contractor Agreement

For

BRIDGEPORT CITY HALL PORTICO FAÇADE REPAIRS

THIS CONTRACT, made and entered into this ___ day of November 2018 between the

CITY OF BRIDGEPORT

Acting through the Department of Public Facilities,
in care of Division of Construction Management Services
999 Broad Street, Bridgeport, Connecticut 06604
hereinafter referred to as the "City"

and

ARMANI RESTORATION, INC.

95 Bysiewicz Drive
Middletown, CT 06457
hereinafter referred to as the "Contractor",

commits each party to the terms and conditions set forth herein:

ARTICLE 1

THE CONTRACT AND DEFINITIONS

1.1 All capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the General Conditions. The Supplemental General Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified by the Supplemental General Conditions, the remaining unaltered provisions of the General Conditions shall remain in effect. Except for titles, subtitles, headings, running headlines, table of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract ("**Contract Documents**")

1. The Invitation to Bid
2. Instruction to Bidders
3. The Contractor's Bid, Exhibit A
4. This Agreement
5. The General Conditions, Exhibit B
6. The Supplemental General Conditions, Exhibit B
7. The Specifications, Exhibit C
8. The Contract Drawings, Exhibit D
9. All Addenda and/or specific requirements issued by City prior to the receipt of bids, Exhibit E
10. All provisions required by law, whether actually identified or inserted or not
11. The Notice of Award
12. All Contract Compliance Documents

13. Performance and Payment Bonds
14. Notice to Proceed with Work
15. Prevailing Wage Schedules

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 The City shall pay the Contractor in current funds for the Contractor's performance of the WORK under this Agreement the sum of *FOUR HUNDRED NINETY SIX THOUSAND FOUR HUNDRED EIGHTY NINE AND 65/100 (\$496,489.65) DOLLARS ("Contract Sum")* subject to additions and deductions as provided in the Contract Documents.

ARTICLE 2 THE WORK AND ITS PERFORMANCE

- 2.1 The Contractor shall furnish all materials and labor to perform all the Work in accordance with the specifications set forth in the Contract Documents entitled **Bridgeport City Hall Portico Façade Repairs**, dated August 20, 2018 and prepared by Thornton Tomasetti, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
 - 2.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.
- 2.2 The means and methods of construction shall be the Contractor's responsibility; subject, however, to the Project Manager's right to reject any means and methods proposed or utilized by the Contractor that: (1) will constitute or create hazard to the Work or to the persons or property; or (2) will not produce the Work in the manner required by the Contract Documents.
 - 2.2.1 Compliance with Laws: The Contractor must comply with all Laws applicable to the performance and completion of the Work to be done hereunder.
 - 2.2.2 Permits and Fees: The Contractor is responsible for securing, paying for, and conforming to the required building permits and other permits, governmental fees, licenses and inspections necessary under the Law for the proper execution of the Work.
- 2.3 The Contractor shall keep at the site a set of the drawings and specifications and shall at all times give the Project Manager access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of any difference between the drawings and specifications, the specifications shall govern.
- 2.4 If the Contract Documents or Laws require any portion of the Work to be specifically inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Project Manager timely notice of readiness of such portion of the Work for inspection. The obligation for the costs of testing and inspections shall be as allocated in the Contract Documents. The Contractor shall then furnish the Project Manager the required certificates of inspection, testing or approval demonstrating the any and all portions of the Work requiring inspection and testing have been completed in accordance with the Contract Documents and the Law.

ARTICLE 3

TIME PROVISIONS

- 3.1** The Contractor must commence on-site labor on the date specified in a written Notice to Proceed, or no later than ten (10) calendar days after receipt of a Notice to Proceed.
- 3.1.1** The time for performance of the Work under the Contract shall be computed from the date specified in such Notice to Proceed, time being of the essence. The Contractor shall thereafter prosecute the Work diligently, using such means and methods of construction as will assure the completion of the Work not later than the date specified in the Contract Documents, or such later date that the City may grant an extension for the time for completion.
- 3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than *ninety (90) days after the date of commencement, as specified in the Notice to Proceed*, subject to adjustments of this Contract Time as provided in the Contract Documents. Time is of the essence. This contract may only be extended by written agreement of the parties.
- 3.3** Final Completion of the Work shall be achieved *within one hundred twenty (120) days after the date of commencement specified in the Notice to Proceed*. Final Completion shall be determined by the Thornton Tomasetti, after demobilization and cleanup have occurred.
- 3.4** To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor, within ten (10) days after receipt the date provided in Paragraph 3.1, shall submit to the Project Manager a carefully prepared and realistic Progress Schedule providing, at a minimum, the anticipated time of commencement and completion of each of the various portions of the Work to be performed and the estimated contract cost for each segment of the Work and the percentage that it bears to the remainder of the Work.
- 3.4.1** The proposed Progress Schedule shall be revised and contain such other information as directed by the Project Manager, or as specified by the Contract Documents, until finally approved by the Project Manager. The Contractor shall strictly adhere to the approved Progress Schedule, time being of the essence, unless such schedule is modified as provided in the Contract.
- 3.4.2** If the Contractor shall fail to adhere to the approved Progress Schedule, it must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such revised Progress Schedule and shall submit for approval to the Project Manager an appropriate recovery schedule.
- 3.5** In the event the Contractor shall fail to complete the Work within the time fixed for such completion in the Progress Schedule and Contract Documents, plus authorized time extensions, or if the Contractor, in the sole determination of the City, is deemed to have abandoned the Work, the Contractor must pay the City liquidated damages in the sum of \$1,500 for each and every calendar day that the time consumed in completing the Work exceeds the time allowed.
- 3.5.1** Neither the failure to assess liquidated damages at any time, nor the report itself, nor the granting of any time extension, shall operate as a waiver or release of any claim or remedy the City may have against the Contractor for either actual or liquidated damages.
- 3.5.2** Liquidated Damages assessed hereunder are not intended to be nor shall they be treated as either an election of remedies or a partial or full waiver or discharge of the City's right to indemnification, or waiver of the Contractor's obligation to indemnify the City, or waiver of any other remedy provided for by contract or by law. The City may deduct and retain out of the monies which may otherwise be or become due to the Contractor under the Contract, the amount of any such Liquidated Damages.

ARTICLE 4
SUBCONTRACTS AND ASSIGNMENTS

- 4.1 All proposed subcontractors must be disclosed in writing to the City at the time of bid, giving the name and address of the proposed subcontractor, the portion of the Work and materials which the subcontractor is to perform. If an approved subcontractor elects to subcontract any portion of its approved subcontract, the Contractor shall submit the proposed sub-subcontract to the Project Manager in the same manner as directed above. Wherever the word subcontractor appears, it also means sub-subcontractor. No subcontractor is permitted on the site unless approved in the manner specified herein.
- 4.1.1 Approval of Subcontractors Required. Except for subcontracts that the Contractor intends to make at the time of execution of this Contract, which must be disclosed in writing to the City, before entering into any additional subcontracts in any tier, the Contractor must submit, in writing, to the Project Manager within ten (10) days of entering into additional subcontracts, a written statement giving the name and address of the proposed subcontractor, the portion of the Work and materials which such subcontractor is to perform, and shall furnish the cost of the subcontract, a qualification statement, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform such portion of the Work in accordance with the terms and conditions of the Contract Documents. The agreements between the Contractor and its subcontractors shall contain the same terms and conditions as to method of payment for work, labor and materials and as to retained percentages as are contained in this Contract.
- 4.1.2 The Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner. Payments to material suppliers shall be in accordance with Requests for Payments to subcontractors as set forth in the General Contracts. If and when required by the City, the Contractor shall submit satisfactory evidence that it has made such payment. This contract shall not contain a "pay when paid" clause.
- 4.2 No more than 49% of the Work under this Contract shall be performed by Subcontractors.

ARTICLE 5
CONTRACTOR'S SECURITY AND GUARANTY

- 5.1 Pursuant to Article 9 of this Contract, the City will make progress payments in the amount of ninety-five percent (95%) of the estimated value of the Work completed, and 95% of the value of material and equipment delivered and stored at the site or suitably store, insured and warehoused off-site.
- 5.1.1 The City will retain the remaining five percent (5%) until such time as the Work is substantially complete, all punchlist work is completed, all final waivers and releases of lien are given, all consents of surety are provided, all warranties, operating manuals, approved shop drawings, AS - BUIH Drawings and other contract requirements are fulfilled.
- 5.1.2 The Project Manager has the sole discretion to reduce retainage below 5% based upon the Contractor's progress at achieving final completion of the Work. Any remaining retainage will be held until issuance of the final certificate of occupancy for the Work, with the exception of the last 1% of the total contract amount for the Work which the City shall hold to secure the guaranty as described in section 5.05 of the General Conditions.

- 5.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder. Bonds may be obtained through the Contractor's usual sources and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum. The bonds shall be maintained for the entire term of the Contract.
- 5.3 From the date the Contractor is ordered to commence work, under Paragraph 3.1 herein and up to the date of final acceptance of all required Work, the Contractor must effect and maintain with companies licensed and authorized to do business in the State of Connecticut, the following types of insurance for the periods indicated below, when required by and in the amounts set forth in the Contract Documents:
1. Comprehensive General Liability Insurance (contractual liability and completed operations coverage for two years after Final Completion of the Work)
 2. Builders' Risk Insurance (until the date of Final Completion of the Work)
 3. Workers' Compensation Insurance (for one year after Final Completion of the Work)
 4. Employers' Liability Insurance (for one year after Final Completion of the Work)
 5. Automobile Liability Insurance (for one year after Final Completion of the Work)
- 5.3.1 All required insurance policies shall be maintained with companies licensed and authorized to do business in the State of Connecticut and having a Moody's or Best's financial rating acceptable to the Owner. This coverage is required of the Contractor and it is understood to be required of every subcontractor in any tier.

ARTICLE 6

CHANGES AND EXTRA WORK

- 6.1 Changes may be made to this Contract only by a duly authorized representative of the City. The Contractor shall not deviate from the requirements of an original purchase order or this Contract without a duly-approved written change order document, or written contract modification or amendment and does so at its own risk and cost. All such approved changes, modifications and amendments will become a part of the original contract.
- 6.2 The Contractor shall be entitled to a price adjustment for Extra Work performed pursuant to a written change order executed by both the Project Manager and the Director.
- 6.2.1 Adjustments to price shall be computed in one or more of the following ways: (i) by agreement on a fixed price; (ii) by unit prices specified in the Contract Documents; (iii) by time and material records; and/or (iv) in any other manner approved by the City in its sole discretion.
- 6.2.2 Where a change is ordered, involving both extra work and omitted or reduced Contract Work, the Contract Sum shall be adjusted, in an amount based on the difference between the value of such extra work and of the work omitted or reduced.
- 6.2.3 If any Contract Work to be performed on a lump sum basis, or if any part of a lump sum item in a unit price contract is omitted by the City pursuant to Section 10.02, the Contract shall be reduced by an amount equal to the estimated cost of such omitted Work, computed in accordance with Items A through G of Section 6.02, unless the Contractor and the City can agree upon another method of fixing the value of such omitted Work.
- 6.2.4 If the City omits any Contract Work to be performed on a unit price basis, whether the whole of a lump sum item or units of any other item, is omitted by the City, no payment will be made therefor

and either the whole item at the lump sum price or the units multiplied by the unit price shall be the amount by which the value of such omitted Work shall be calculated.

ARTICLE 7 **POWERS OF THE PROJECT MANAGER**

- 7.1** The Project Manager shall be representative of the City at the site, in addition to those matters elsewhere herein delegated to the Project Manager and expressly made subject to his/her determination, direction or approval, shall have the power, subject to review by the Director, to execute as contained in the General Conditions, Section 7.01.
- 7.1.1** The City's Project Manager may make all day-to-day decisions regarding the Contract, but he has no authority to increase the scope of Work or the Contract Sum.
- 7.1.2** Initially, the Project Manager shall be **Nicholas Masciangelo**, of Construction Management Services, Department of Public Facilities, 999 Broad Street, Bridgeport, CT 06604.

ARTICLE 8 **LABOR PROVISIONS**

- 8.1** The Contractor must strictly comply with all applicable provisions of the State of Connecticut Labor Law, including amendments thereto. The Contractor and its subcontractors shall keep and submit on demand to the Project Manager daily sign in sheets, including the following information: (i) contractor name, address, and telephone number; (ii) employee's and job classification, and (iii) employee's signature.
- 8.2** The wages to be paid for a legal day's work to laborers, workers or mechanics employed upon the Work contemplated by this Contract or in connection with any materials to be used thereon shall not be less than the "prevailing rate of wage" as defined in Section 31-53 of the General Statutes of Connecticut. The prevailing wage rates and supplemental benefits to be paid are those in effect at the time the Work is being performed.
- 8.3** At the time the Contractor certifies its agreement for each partial payment and for final payment, the Contractor shall submit to the City a written certification of compliance with the prevailing wage, minimum wage and other provisions and stipulations. Compliance with the provisions of this paragraph shall be a condition precedent to payment, and no payment shall be made to the Contractor unless and until each such certification shall have been submitted to and received and accepted by the City. A copy of certified payment is to accompany each payment application by the Contractor. Additionally, the original certified payment must be mailed monthly to:

City of Bridgeport
c/o Office of Contract Compliance
999 Broad Street
Bridgeport, CT 06604

ARTICLE 9 **PARTIAL AND FINAL PAYMENTS**

- 9.1** On a monthly basis, the Project Manager, in his sole discretion, shall assess the values of Work completed and material and equipment delivered. Based upon said assessments, the City will make proportionate progress payments to the Contractor, less retainage specified in Article 5 herein.

- 9.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor; and (2) a final voucher for payment, agreed to by the Contractor and conforming to all the requirements of Article 8 of the General Conditions, has been received by the Division of Construction Management Services. The Project Manager will prepare and certify, and the City will approve, a voucher for final payment in that amount less any and all deductions authorized to be made by the City under this Agreement, except retainage, or by law, provided all requests for extensions of time have been acted upon.
- 9.3 All prior certificates upon which Partial Payments were made, being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final certificate, and the certification of the Project Manager thereon and the approval of the City thereof shall be condition precedent to the right of the Contractor to receive any money hereunder. Such final certificate shall be final and binding upon the Contractor.
- 9.4 Payment pursuant to such final certificate, less any deductions authorized to be made by the City under this Agreement or by law, shall constitute the Final Payment. The City will make Final Payment to the Contractor within a reasonable time after the City's receipt of such fully executed certificate, and Contract Compliance with all other items required for the Final Payment.

ARTICLE 10

TERMINATION OR SUSPENSION OF THE WORK

- 10.1 The City may, without cause, order the Contractor to suspend, delay or interrupt the Work in whole or in part for such a period of time as the City may determine. In such cases, the City shall grant an adjustment for verified increases in the cost of performance of the Contract, including reasonable profit on the increased cost of performance. No adjustment shall be made to the extent that:
- A. performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor, any of its subcontractors or material-men are responsible; or
 - B. an equitable adjustment is made or denied under another provision of this Contract.
- 10.2 The City may terminate this Contract, with or without cause, pursuant to and in accordance with Article 10 of the General Conditions.

ARTICLE 11

MISCELLANEOUS PROVISIONS

- 11.1 If any provision of this Contract is in conflict with, or inconsistent with, the terms and provisions of the General Conditions or other Contract Documents, the terms of this Contract shall govern and control.
- 11.2 The Contract Documents shall be governed and construed in accordance with the laws of the State of Connecticut.
- 11.3 Any and all claims or disputes arising under the Contract Documents, or related thereto, shall be brought and litigated in State of Connecticut Superior Court, with venue in the Judicial District of Fairfield.

EXECUTION OF THE CONTRACT

The Contract Documents contain all the *terms and conditions agreed* upon by the Contractor, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to vary any of the terms contained in the Contract Documents.

IN WITNESS HEREOF, the City and the Contractor have executed this Agreement in quadruplicate, one of which is to remain with the Director of the Division of Construction Management Services, one with the Department of Public Purchases, one with the City Attorney, and the fourth to be delivered to the Contractor.

Signed, sealed and delivered

City of Bridgeport

Name: _____

Title: _____

Duly Authorized

Contractor: Armani Restoration, Inc.

Name: _____

Title: _____

Duly Authorized

Item # *201-17 Consent Calendar
Employment Contract with Chief of Police
Armando J. Perez.



Report
of
Committee
on
Contracts

City Council Meeting Date: December 17, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #201-17 was approved by the City Council of the City of Bridgeport on December 17, 2018 and does not require Mayoral signature; said approval effective as of January 9, 2019

RECEIVED
CITY CLERKS OFFICE
19 JAN -9 AM 10:28
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:

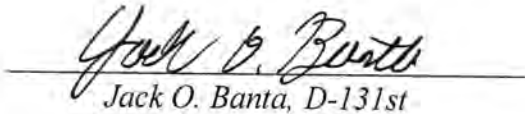
Item No. *201-17 Consent Calendar

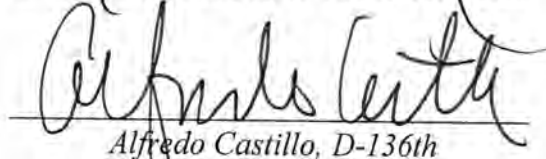
RESOLVED, That the attached Employment Contract with Chief of Police, Armando J. Perez, for a period of five (5) years commencing on November 6, 2018 and continuing for five (5) years thereafter, be and it hereby is, in all respects, approved, ratified and confirmed.


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS


Jeanette Herron, D-133rd, Co-Chair


Ernest E. Newton II, D-139th, Co-Chair

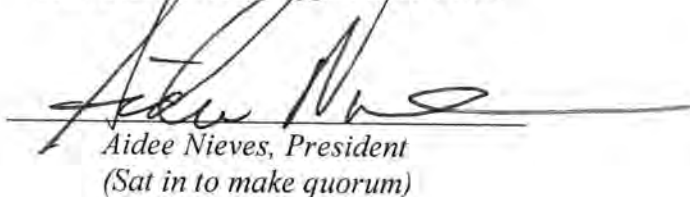

Jack O. Banta, D-131st


Alfredo Castillo, D-136th


Michael A. Defilippo, D-133rd


Maria Zambrano Viggiano, D-136th


AmyMarie Vizzo-Paniccia, D-134th


Aidee Nieves, President
(Sat in to make quorum)

City Council Date: December 17, 2018

**CITY OF BRIDGEPORT
EMPLOYMENT CONTRACT
CHIEF OF POLICE FOR THE CITY OF BRIDGEPORT**

RECEIVED
CITY CLERKS OFFICE
18 DEC 12 PM 4:30
CITY CLERK

This Agreement is entered into effective the 6TH day of November 2018 by and between the City of Bridgeport, a municipal organized and existing under the laws of the State of Connecticut ("City"), and Armando J. Perez of 300 Congress Street, Bridgeport, CT 06604 ("Chief of Police").

WHEREAS, the City in accordance with the City Charter established a position entitled Chief of Police, the occupant of such position being a full-time regular uniformed member of the Bridgeport Police Department, and;

WHEREAS, in accordance with the Charter of the City of Bridgeport, Bridgeport Mayor Joseph P. Ganim has designated Armando J. Perez as his appointee to the position of Chief of Police for a five (5) year term of office.

NOW, THEREFORE, the parties hereto hereby mutually agree as follows:

ARTICLE I - DUTIES AND RESPONSIBILITIES

The Chief of Police shall operate and control the Police Department of the City, subject to the ultimate operational control vested in the Mayor by law, and consistent with the duties vested in the City's Board of Police Commissioners ("Board") by law. The Chief of Police shall be the head of the City's Police Department and, subject to the operational control of the Mayor, shall exercise those powers and be responsible for those duties as provided by law. See Bridgeport Charter, Chapter 3, § 1, and Chapter 14, §§ 1-5; and Bridgeport Code of Ordinances, Chapter 2.42. The Chief of Police is subject to, and shall abide by, all pertinent state and federal statutes and regulations, as well as the City Charter, Code of Ordinances, and departmental policies, procedures, rules and regulations.

ARTICLE II – TERM / COMPENSATION / WORK CONDITIONS

A. The Chief of Police shall perform such services as stated in Article I as Chief of Police for a term of five (5) years commencing on November 6, 2018 and continuing for five (5) years thereafter as provided for under the terms and conditions of the Charter of the City. See Bridgeport Charter, Chapter 14, § 4.

B. The position of Chief of Police is not affiliated with any collective bargaining unit and, in accordance with Bridgeport Code of Ordinances § 2.36.010 *Officers' Salaries*, the Chief of Police shall be paid at the annual rate of One Hundred and Forty-Five Thousand Four Hundred and Twenty-Eight Dollars (\$145,428.00). In addition, during the five (5) year term of employment he shall be entitled to all increases for cost of living as provided for in City Ordinance §2.36.010. This shall be his exclusive compensation and there will be no other payments or salary for services provided.

C. The Chief of Police is a bona fide executive position. Therefore, the Chief of Police shall remain exempt during the term of appointment described herein from entitlement to any overtime pay and shall not, during said term of appointment, be eligible for compensatory time either to be used for leave or to be accumulated and paid out upon separation from City service.

D. The Chief of Police will be paid for all his unused vacation, holiday, personal, sick and compensatory time accrued prior to the date of his appointment to the position of Chief of Police, in two (2) equal installments, one in calendar year 2018 and the other in calendar year 2019, waiving any claims for interest.

ARTICLE III – BENEFITS

The Chief of Police as a twenty (20) plus hour per week City employee is entitled to receive the standard employee benefits granted to the City's unaffiliated class. Included in this benefits

package are the following, to be calculated based upon the initial hiring date of the Chief of Police with the City's Police Department:

A. LONGEVITY PAY: The Chief of Police shall receive longevity pay at the rate of Seventy-Five Dollars (\$75.00) per year of service.

B. VACATION, SICK, PERSONAL, HOLIDAY AND BEREAVEMENT LEAVE TIME: The vacation, sick, personal, holiday and bereavement leave time afforded the Chief of Police shall be in accordance with the vacation, sick, personal, holiday and bereavement leave time provided to other unaffiliated City employees.

C. HEALTH BENEFITS, HEALTH INSURANCE COVERAGE AND TERM LIFE INSURANCE POLICY: The health benefits, health insurance coverage and term life insurance policy provided to the Chief of Police shall be in accordance with those provided to other unaffiliated City employees and their spouses and dependents; and short-term/long-term disability insurance in accordance with the City's Policy on Unaffiliated Employee Sick Leave. Upon retirement from the City, the Chief of Police and his eligible spouse and dependents shall receive retiree health benefits coverage in accordance with those provided to other retired Bridgeport Police officers.

D. PENSION PLANS: The Chief of Police shall remain a contributing member of the Connecticut Municipal Employees Retirement Fund ("CMERS"), with both he and the City continuing to make their respective required contributions.

In addition, the Chief of Police will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other employees of the City.

Finally, the City will contribute ten percent (10%) of the annual salary of the Chief of Police to the ICMA Retirement System Plan; and the Chief of Police will be eligible to make additional contributions to the ICMA Plan as consistent with the plan rules and applicable law.

ARTICLE IV – TAKE HOME MOTOR VEHICLE AND UNIFORM ALLOWANCE

The Chief of Police shall be provided with an appropriate take-home motor vehicle in accordance with the City Owned Vehicle Policy. The Chief of Police shall receive the sum of Nine hundred and Twenty-Five Dollars (\$925.00) annually as a uniform allowance.

ARTICLE XII – APPLICABLE LAW

This Agreement will be interpreted in accordance with the laws of the State of Connecticut.

FOR ARMANDO J. PEREZ

WITNESS

Armando J. Perez

Name Printed: _____

FOR THE CITY OF BRIDGEPORT

WITNESS

Joseph P. Ganim, Mayor
Duly Authorized

Name Printed: _____

Item # *03-18 Consent Calendar
State Lobbying Services Agreement with Reynolds
Strategy Group, LLC.



Report
of
Committee
on
Contracts

City Council Meeting Date: December 17, 2018

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #03-18 was approved by the City Council of the City of Bridgeport on December 17, 2018 and does not require Mayoral signature; said approval effective as of January 9, 2019

RECEIVED
CITY CLERKS OFFICE
19 JAN -9 AM 10:27
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. *03-18 Consent Calendar

RESOLVED, that the attached State Lobbying Services Agreement with Reynolds Strategy Group, LLC for the City of Bridgeport, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS


Jeanette Herron, D-133rd, **Co-Chair**


Ernest E. Newton II, D-139th, **Co-Chair**

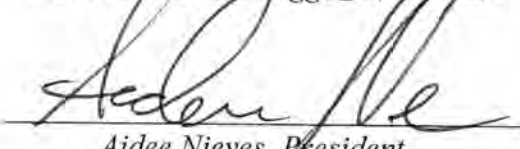

Jack O. Banta, D-131st


Alfredo Castillo, D-136th


Michael A. Defilippo, D-133rd


Maria Zambrano-Viggiano, D-136th


Amy Marie Vizzo-Panuccia, D-134th


Aidee Nieves, **President**
(Sat in to make quorum)

City Council Date: December 17, 2018

STATE LOBBYING SERVICES AGREEMENT

By this Agreement entered into on or about December 2018 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 most effectively to work 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 Legislature's 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

The term of the contract will be for the period commencing December 2018 through June 30, 2019.

Cost of Services

The fee for the contract term will be \$45,000 total, payable in five (5) installments of \$9,000 each, due at the conclusion of each month from February 2018 through June 2018.

In addition, there will be a charge for pre-approved direct expenses for travel, lodging, and meals during the initial term and the extension term.

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.

By _____

Its Chief Exec. Officer, Duly Authorized

CITY OF BRIDGEPORT

By _____

Joseph P. Ganim
Its Mayor, Duly Authorized

Item# *169-17

Honorary Street Naming of a portion of Frank Street as "Paul Mendes Way".



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: *November 19, 2018*
Tabled & Ref'd Back to Committee: *November 19, 2018*
Re-Submitted: *December 17, 2018*

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #169-17 was approved by the City Council of the City of Bridgeport on December 17, 2018 and does not require Mayoral signature; said approval effective as of January 9, 2019

RECEIVED
CITY CLERKS OFFICE
19 JAN -9 AM 10:28
ATTENT 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. *169-17

WHEREAS, Paul Mendes was a life-long city resident, educated in the Bridgeport public school system he furthered his education with a B.S. in Business Administration, and over the years was very instrumental in supporting numerous community and neighborhood projects in both the Hollow neighborhood and citywide that contributed to the greatness of Bridgeport; and

WHEREAS, Paul Mendes was employed twenty plus years with the American Red Cross where he was valued and treasured as an emergency services representative; and

WHEREAS, Paul Mendes was Executive Director of the Mt. Aery Baptist Church Development Corp, a former member and Exalted Ruler of New Era Lodge #290 I.B.P.O.E. of W. and member of the Chessman Foundation; and

WHEREAS, his spiritual needs were met as a disciple of Mt. Aery Baptist Church where he served in the Fellowship Club, the Men's Fellowship, the Bible Study and Sunday School; and

WHEREAS, members of the Hollow Neighborhood Revitalization Zone, the Hollow Community Development Corporation, the Mt. Aery Baptist Church and Friends of Paul Mendes have reached out to his City Council representatives from the 136th District to request that the City designate a portion of Frank Street, from Main Street to Madison Avenue, in his honor; and

WHEREAS, Paul Mendes always watched out for his community and his neighbors and it would be an honor for his friends, church and those he touched that his love, kindness, generosity and many contributions be recognized by the City of Bridgeport by having the portion of Frank Street between Main Street and Madison Avenue honorably designated as "**Paul Mendes Way**"; and

NOW, THEREFORE, BE IT RESOLVED that in memory of a community leader and role model; a compassionate man who loved this City and the people therein; and in recognition of his many contributions to the City of Bridgeport and the Hollow neighborhood that Frank Street between Main Street and Madison Avenue be honorably named "**Paul Mendes Way**" with appropriate signage being placed at the Frank Street intersections with Main Street, Hurd Avenue, and Madison Avenue.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *169-17

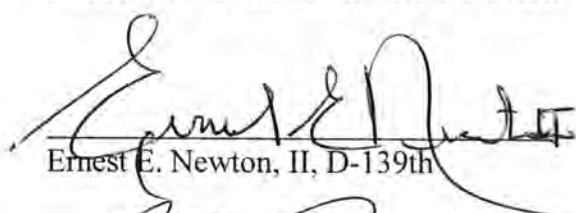
-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION


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




Jack O. Banta, D-131st , Co-Chair



Ernest E. Newton, II, D-139th




Karen Jackson, D-138th



Kyle Piché Langan, D-132nd

Eneida L. Martinez, D-139th



Maria I. Valle, D-137th

City Council Date: November 19, 2018
Tabled & Ref'd Back to Committee: November 19, 2018
Re-Submitted: December 17, 2018



Go GLE



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Frank St - Google Maps

Most Visited Getting Started Home Team Site IT Security Threats Sys... MSN.com - Home Mail... Fodor's - Symantec Corp. Suggested Sites Web Slice Gallery

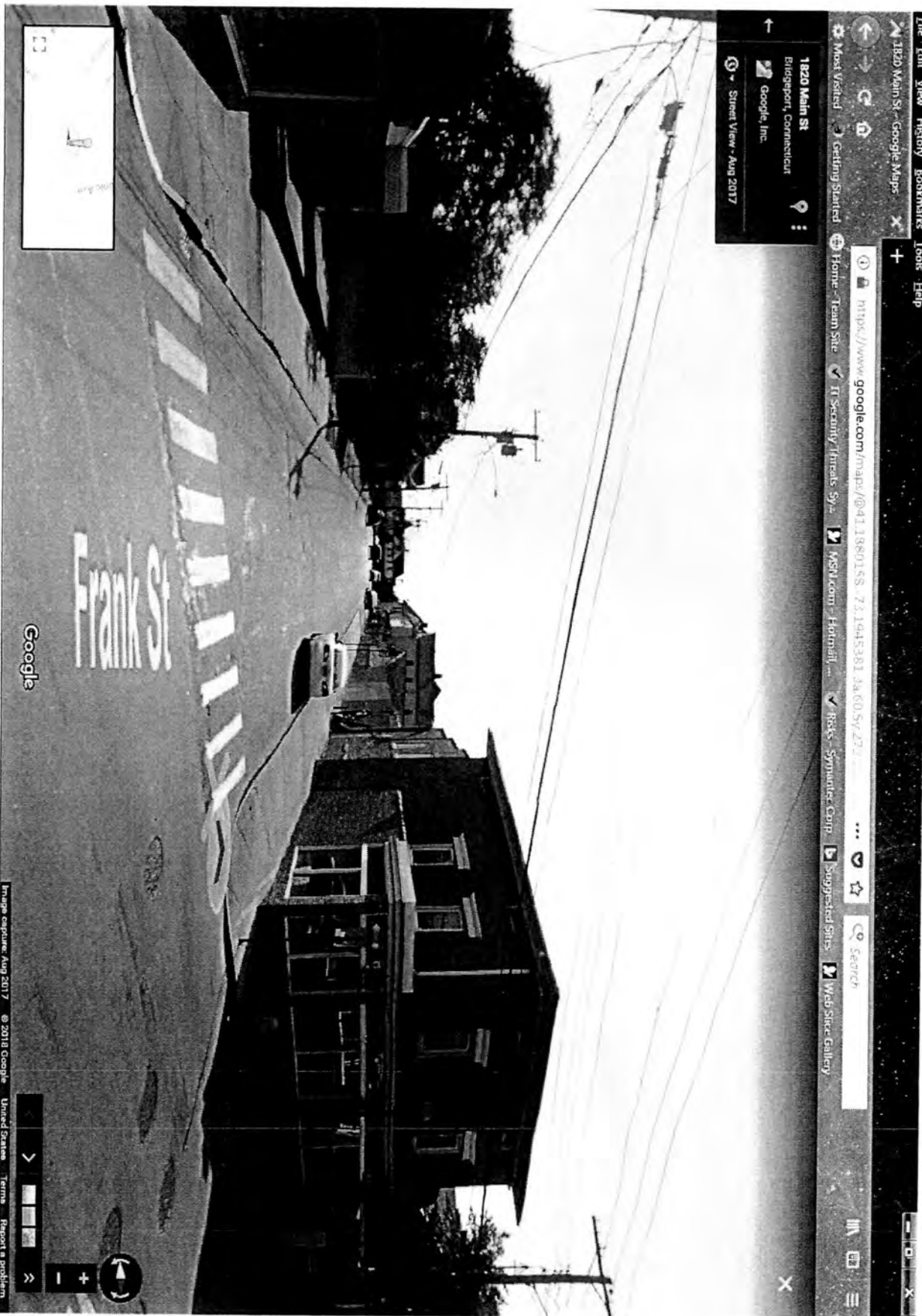
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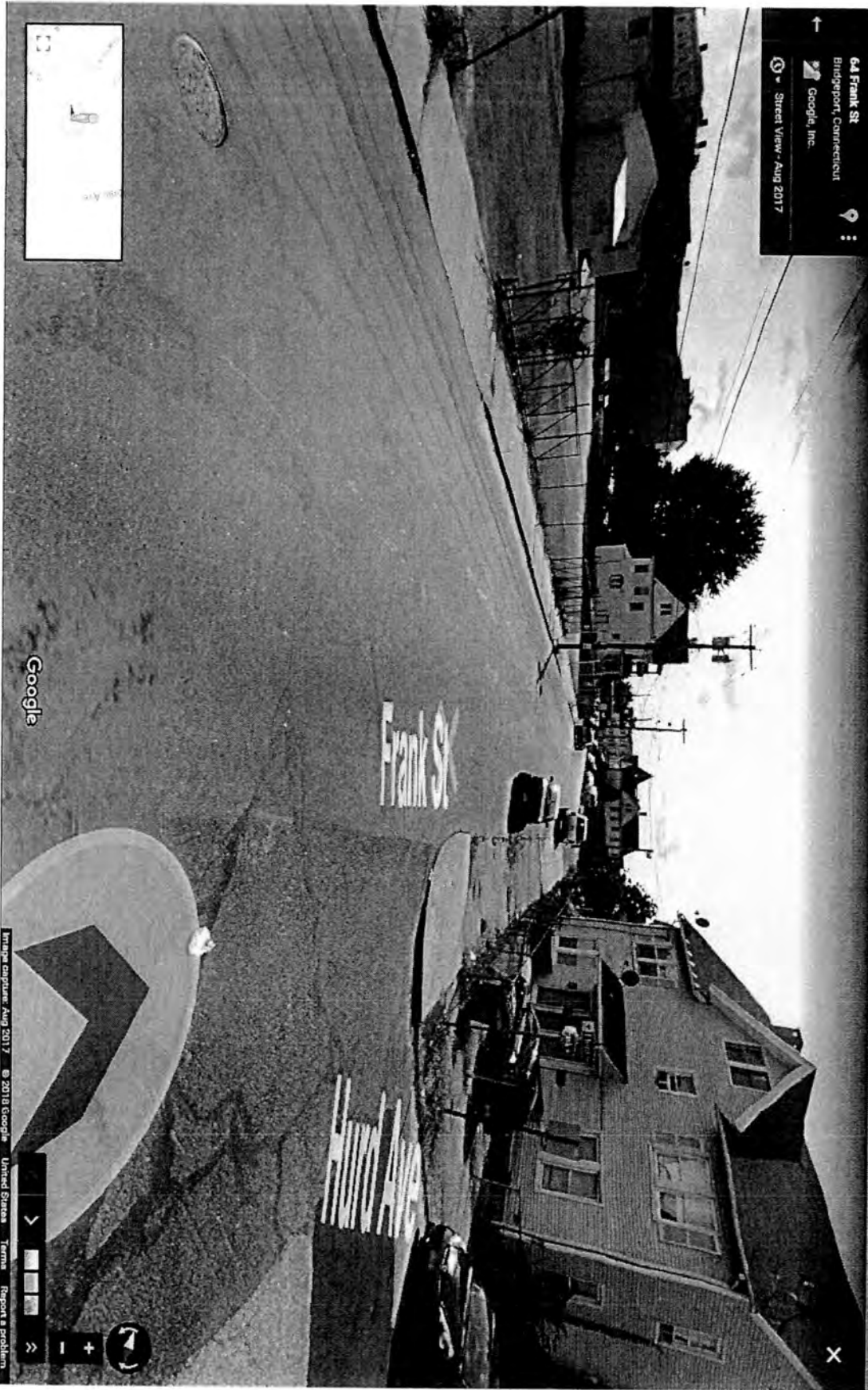
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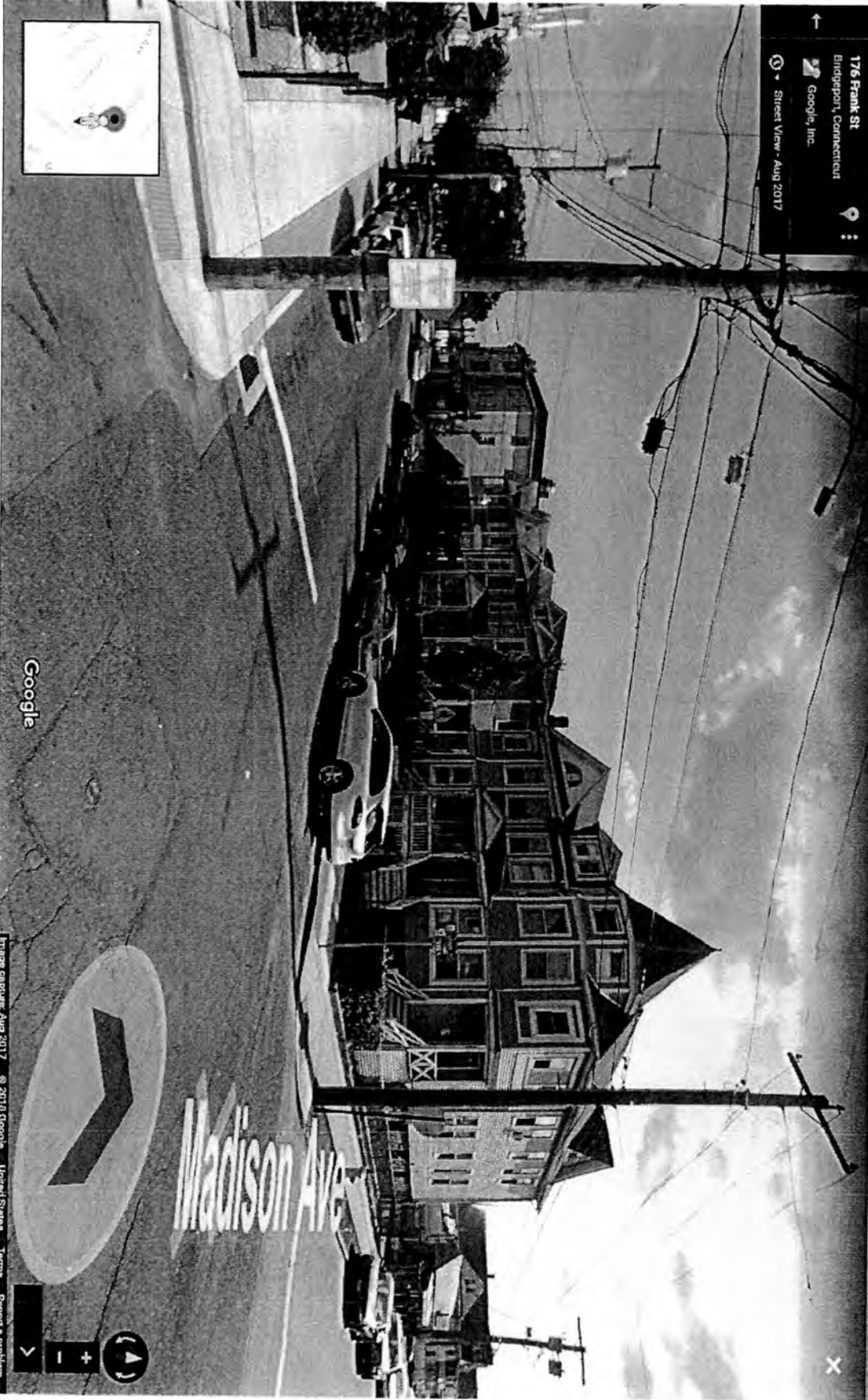
Google

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Google



Madison Ave



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OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	13-18
Submitted by Councilmember(s):	Jack O. Banta
Co-Sponsors(s):	Choose an item. Choose an item. Choose an item. Choose an item.
District:	131ST
Subject:	Proposed Resolution to appropriately express the City Council's support for local hiring and local contracting on the Bridgeport Thermal Loop Project.
Referred to:	ECD and Environment Committee
City Council Date:	December 17, 2018 (FROM THE FLOOR)

SECTION II RESOLUTION (PLEASE TYPE BELOW)

(See Attached there was no actual resolution submitted from the floor per Attorney Anastasi will submit to the City Clerk's Office).

RECEIVED
CITY CLERKS OFFICE
18 DEC 18 PM 2: 04
ATTEST
CITY CLERK



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)

Ortiz, Frances

From: Ortiz, Frances
Sent: Tuesday, December 18, 2018 2:03 PM
To: Anastasi, Mark T
Cc: Banta, Jack; Williams, Althea
Subject: Proposed Resolution re: Support for local hiring & local contracting on the Bridgeport Thermal Loop Project

Good Afternoon Attorney Anastasi-

There was no actual resolution submitted at last night's meeting regarding the subject resolution. The proposed resolution states it was introduced by Councilmember Banta.

It is my understanding your assisting councilmember Banta with drafting of language for the proposed resolution. Can you please submit proposed resolution at your earliest convenience.

Your assistance in this matter is highly appreciated.

Frances Ortiz

*Assistant, City Clerk
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, CT 06604
Phone: 203-576-7081
Fax : 203-332-5608*

Motion to Add to the Agenda for Referral to the Economic and Community Development Committee a Proposed Resolution introduced by Council Member Jack Banta

“To Appropriately Express the City Council’s support for local hiring and local contracting on the Bridgeport Thermal Loop Project”.

RECEIVED
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18 DEC 18 AM 9:29
ATTEST
CITY CLERK

(From the Floor)

MEETING DATE: December 17, 2018 NO. 13-18

b COMMITTEE: _____ REFERRED TO COMM.: _____
SUBJECT: ECDE

Proposed Resolution to appropriately Express the City Council's support for local hiring and local contracting on the Bridgeport Thermal Loop Project.

Vote 1 motion to suspend rules Castillo 2nd Newton
MOTION BY: Castillo Vote 2 to refile 2ND BY: Newton

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. X

REMARKS:

Per Attorney Anastasi draft resolution to be submitted to City Clerk's Office not available at time it was submitted.

	YES	NO
Christina B. Smith		
Pete Spain		
Jack O. Banta		
Denese Taylor-Moye		
Marcus A. Brown		
Kyle Piché Langan		
Michael DeFilippo		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Maria Zambrano Viggiano		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Karen Jackson		
Nessah J. Smith		
Eneida L. Martinez		
Ernest E. Newton, II		

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18 DEC 18 PM 11 19
ATTEST
CITY CLERK