

AGENDA

CITY COUNCIL MEETING

TUESDAY, JANUARY 22, 2019

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation and City Council Citation: Recognizing State Heroine Prudence Crandell and her first African American Student Sarah Harris for defying racial discrimination in education in 19th Century Connecticut.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 17, 2018

COMMUNICATION TO BE REFERRED TO COMMITTEE:

- 18-18** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Robin Favello, referred to Miscellaneous Matters Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *200-17** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 8 – Health and Safety, amend Chapter 8.90 – Regulation of the Marketing of Tobacco Products to Children.
- *05-18** Contracts Committee Report re: Medical Administrative Services Only Agreement between the City of Bridgeport and Bridgeport Board of Education and Cigna Health and Life Insurance Company.
- *06-18** Contracts Committee Report re: Dental Administrative Services Only Agreement between the City of Bridgeport and Bridgeport Board of Education and Cigna Health and Life Insurance Company.
- *11-18** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant (#19231).

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 22, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Monette Ferguson, PhD 1070 Park Avenue Bridgeport, CT 06604	Preventing teen tobacco use in Bridgeport.
Anna E. Greer, PhD 59 Harborview Place Bridgeport, CT 06605	Preventing teen tobacco use in Bridgeport.
Kevin O'Flaherty American Heart Association 2800 Main Street Bridgeport, CT 06606	Preventing teen tobacco use in Bridgeport.
Dr. Michael Smith Bridgeport Hospital 267 Grant Street Bridgeport, CT 06610	Increasing public health in Bridgeport by increasing tobacco sales age to 21.
Beth Lazar 1241 Main Street, Apt. 728 Bridgeport, CT 06604	Saving and preserving Remington Woods.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Cover-up of City Officials.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
TUESDAY, JANUARY 22, 2019
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President Aidee Nieves called the Public Speaking Session to order at 6:30 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

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

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CITY CLERKS OFFICE
19 JAN 29 PM 2:46
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 22, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Monette Ferguson, PhD
1070 Park Avenue
Bridgeport, CT 06604

Preventing teen tobacco use in
Bridgeport.

Dr. Monette Ferguson, Director for ABCD, came forward and said that this was a major issue for the City. She said that she felt that issues like this should not be done to us, but with us. She said that her community, the black and brown communities, have 14% of their preschoolers that suffer from asthma and there are many others under the age of 3 years old that also have asthma. This affect the entire community because sick children result in loss of work days for parents. Supporting this initiative would send a message to young parents and teens that the City cares

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Regular Meeting
January 22, 2019

about their well-being. ABCD works to provide resources for the entire family including education and advocacy.

Anna E. Greer, PhD
59 Harborview Place
Bridgeport, CT 06605

Preventing teen tobacco use in
Bridgeport.

Dr. Anna Greer came forward and said that she was a public health professional and also on the Bridgeport Health and Human Services Advisory Board and is a mother. She said that it was important to think about this issue. At Sacred Heart University a study is underway on "vapping". For many of the college students, vapping was not even around until they were in their mid-teens. The average age the students started vapping was 17 and the earlier that they start, the more likely they are to use it daily. Vapping can also lead to marijuana use. she strongly urged the Council to support this item.

Kevin O'Flaherty
American Heart Association
2800 Main Street
Bridgeport, CT 06606

Preventing teen tobacco use in
Bridgeport.

Mr. Kevin O'Flaherty came forward and said that six states have already passed this type of legislation. 70% of New York residents are also already covered by similar legislation. Right now, 18 through 20-year-olds can legally buy cigarettes and sell them to younger students. There are more 20-year-olds in high school now than before. What this legislation does is prevents the 15 to 17-year-olds from purchasing cigarettes.

It prevents the kids from smoking and they don't consume large amounts of tobacco and this protects our youth.

He thanked everyone for their support.

Dr. Michael Smith
Bridgeport Hospital
267 Grant Street
Bridgeport, CT 06610

Increasing public health in
Bridgeport by increasing tobacco
sales age to 21.

Dr. Michael Smith from Bridgeport Hospital Primary Care Unit came forward and greeted the Council. He and his coworkers at Bridgeport Hospital are concerned about the addictive properties of tobacco. It is a major cause of preventable deaths and accounts for 1 out of 5 deaths in Connecticut. Smoking is powerfully addictive and delivers nicotine to the brain within seconds. When people try to stop smoking, they experience withdrawal with anxiety, sleepiness, and many other side effects. Adolescents are particularly vulnerable to smoking. as an Internist, he and the Bridgeport Hospital strongly supports this item.

Beth Lazar
1241 Main Street, Apt. 728
Bridgeport, CT 06604

Saving and preserving Remington
Woods.

Ms. Lazar came forward to read the following statement into the record:

For Bridgeport's Health, Happiness and Safety – Save Remington Woods.

A gem in the heart of capital Bridgeport, Remington Woods is a 422 acre forest encompassing a 23 acre lake, wetlands, forest and meadows. It is home to at least 70 species of birds including a bald eagle, also mammals and fish.

Dupont Corporation wants to knock down beautiful Remington Woods, killing the trees and homes of thousands of birds and wildlife. They want to pave over this earthly paradise, put up a parking lot, major road and office buildings. 23% of office buildings in Fairfield county are vacant. Why not utilize these vacant offices instead of destroying Remington Woods?

Bridgeport's health, happiness and safety safe future are some of the many things that saving Remington Woods Forest would promote.

Trees of the forest take in carbon. This process cleans the air and helps mitigate climate change. Trees produce oxygen, which helps all mammals, including humans breathe. Bridgeport has some of the worst air pollution on the East Coast. Asthma rates are high and local people especially children struggle to breathe. One of the many ways the forest helps Bridgeport citizens health is by cleaning the air. Asthma rates are significantly lower in residents who live around Remington Woods. Trees of the forest absorb water from the rain and snow which helps mitigate bloody

It has been proven that being in the forest aids mental well-being, as well as physical healing. It could greatly help with stresses of urban living. Deforestation is the largest source of CO2 emissions because of burning fossilized fuels.

If we are to keep our future safe we need to reduce global climate breakdown. Preserve this rare living forest for you and future generations. Leave a legacy of life.

Yesterday was Martin Luther King Day and there was a lot of talk of dreams and visions. I have a dream for Bridgeport and Remington Woods. I have a vision of the Bridgeport City Council successfully stopping the destruction of this urban forest gem by putting pressure on Dupont to put the woods in a public land trust for all time.

I envision the woods will be free and open to the public with paths for walking, meditating, enjoying nature and distressing from urban living. No cars, motorcycles, trucks or loud music. Art teachers will bring students to the woods to draw and paint. Biology and horticulture teachers will bring their students to observe and study a living eco system.

This dream can become a reality if you want it to be Remington Woods could be a an oasis for wildlife and for us. The very soul of Bridgeport's health, happiness and safety. A study done by the urban land Institute concluded that Bridgeport would reap negative net returns on

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investments and encourage environmental harm through development of Remington Woods. That means Bridgeport would lose money and destroy the local environment by knocking down the trees in the woods. Save Remington Woods

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Cover-up of City Officials.

Mr. Cecil Young came forward to speak about the Cover up by City Officials. He said that he would like to apologize to Council Member Spain for some comments he made some weeks ago. He then spoke about someone who is now in a wheel chair but continues to smoke a carton of cigarettes a week.

Mr. Young knelt down and begged the Council Members to please do something about his unjust termination and named a number of people who were involved in taking away his medical benefits, including Jody Paulk and Mike Cohen. He said that he did not have a union representative at the hearing.

Mr. Young said that he did not finish grade school and then moved on to Central High School where he dropped out at 16 years old. He said that he had a handicap but didn't want a favor but wanted the Council to do the right thing. He said that this was all that he was asking.

ADJOURNMENT

Council President Nieves adjourned the meeting at 6:55 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
TUESDAY, JANUARY 22, 2019

7:00 PM

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

Council President Nieves called the meeting to order at 7:07 p.m.

PRAYER

Council President Nieves requested Council Member McBride Lee lead those present in prayer. Council Member McBride Lee requested a moment of silence for her nephew who passed away unexpectedly over the week-end. Following the conclusion of the moment of silence, she led those present in prayer.

PLEDGE OF ALLEGIANCE

Council President Nieves requested Council Member Martinez 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
132nd District: Marcus Brown, Kyle Langan
133rd District: Michael Defilippo
134th District: AmyMarie Vizzo-Paniccia, Michelle Lyons
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo
137th District: Maria Valle, Aidee Nieves
138th District: Karen Jackson, Nessah Smith
139th District: Ernest Newton, Eneida Martinez

A quorum was present. Council President Nieves announced that Council Members Zambrano-Viggiano and Jeanette Herron were absent due to illness.

Mayor Ganim joined the meeting at 7:11 p.m.

Mayoral Proclamation and City Council Citation: Recognizing State Heroine Prudence Crandell and her first African American Student Sarah Harris for defying racial discrimination in education in 19th Century Connecticut.

Council President Nieves suggested this item be deferred until after Mayor Ganim's arrival.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 17, 2018

**** COUNCIL MEMBER BROWN MOVED THE MINUTES OF DECEMBER 17, 2018.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES OF DECEMBER 17, 2018 AS SUBMITTED PASSED UNANIMOUSLY.**

Mayor Ganim assumed the chairmanship of the meeting.

Mayoral Proclamation and City Council Citation: Recognizing State Heroine Prudence Crandell and her first African American Student Sarah Harris for defying racial discrimination in education in 19th Century Connecticut.

Mayor Ganim requested that this item be deferred to the end of the meeting.

COMMUNICATION TO BE REFERRED TO COMMITTEE:

18-18 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Robin Favello, referred to Miscellaneous Matters Committee.

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE THE COMMUNICATIONS TO BE REFERRED TO COMMITTEES.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***200-17 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 8 – Health and Safety, amend Chapter 8.90 – Regulation of the Marketing of Tobacco Products to Children.**

***05-18 Contracts Committee Report re: Medical Administrative Services Only Agreement between the City of Bridgeport and Bridgeport Board of Education and Cigna Health and Life Insurance Company.**

***06-18 Contracts Committee Report re: Dental Administrative Services Only Agreement between the City of Bridgeport and Bridgeport Board of Education and Cigna Health and Life Insurance Company.**

***11-18 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant (#19231).**

Mayor Ganim asked if there was any Council Members who would like to remove an item from the Consent Calendar. Council Member Spain requested Agenda Item 200-17 be removed from the Consent Calendar.

**** COUNCIL MEMBER MARTINEZ MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

***05-18 CONTRACTS COMMITTEE REPORT RE: MEDICAL ADMINISTRATIVE SERVICES ONLY AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND BRIDGEPORT BOARD OF EDUCATION AND CIGNA HEALTH AND LIFE INSURANCE COMPANY.**

***06-18 CONTRACTS COMMITTEE REPORT RE: DENTAL ADMINISTRATIVE SERVICES ONLY AGREEMENT BETWEEN THE CITY OF BRIDGEPORT AND BRIDGEPORT BOARD OF EDUCATION AND CIGNA HEALTH AND LIFE INSURANCE COMPANY.**

***11-18 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (DECD) ROUND 12 REMEDIAL ACTION AND REDEVELOPMENT MUNICIPAL GRANT (#19231).**

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

200-17 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 8 – Health and Safety, amend Chapter 8.90 – Regulation of the Marketing of Tobacco Products to Children.

**** COUNCIL MEMBER MARTINEZ MOVED THE ITEM.
** COUNCIL MEMBER CASTILLO SECONDED.**

**** COUNCIL MEMBER SPAIN MOVED TO AMEND THE MOTION DUE TO A SCRIBNER’S ERROR REGARDING “CHILDREN AND OLDER YOUTH AND OLDER YOUTH” BY REMOVING THE SECOND AND UNNECESSARY REFERENCE TO “AND OLDER YOUTH” IN ALL OCCURRENCES OF THIS IN THE RESOLUTION.**

**** COUNCIL MEMBER LYONS SECONDED.
** THE MOTION TO AMEND THE SCRIBNER’S ERROR AS NOTED PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MARTINEZ MOVED AGENDA ITEM 200-17 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 8 – HEALTH AND SAFETY, AMEND CHAPTER 8.90 – REGULATION OF THE MARKETING OF TOBACCO PRODUCTS TO CHILDREN AS AMENDED.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 200-17 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 8 – HEALTH AND SAFETY, AMEND CHAPTER 8.90 – REGULATION OF THE MARKETING OF TOBACCO PRODUCTS TO CHILDREN AS AMENDED PASSED UNANIMOUSLY.**

Council Member Newton then requested a point of personal privilege. He said that there were concerns about due process and justice. He wanted the Council Members to know that with the assistance of the Mayor, he had sent a letter to Ms. Hawkins. Council Member Newton asked Ms. Hawkins to review the file to see if previous administrations had overlooked anything in the situation. He also asked Ms. Hawkins what she would have recommended to the City Council in this instance. Ms. Hawkins responded that the City had acted appropriately in this case. Council Member Newton said that he wanted to make sure that people knew that this has been reviewed and he wanted to set the record straight.

ADJOURNMENT

**** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:17 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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



ASSISTANT CITY ATTORNEYS
Dina A. Scafo
Eroll V. Skyers
Tamara J. Titre

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

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CITY CLERKS OFFICE
JAN - 7 PM 12: 10
CITY CLERK

January 4, 2019

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
Robin Favello v. James Theodore Weaver, Jr., et al
Docket No. NNH-CV-15-6059027-S**

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled as set forth below. 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>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Robin Favello	Personal Injury	Louis M. Rubano, Esq. Weber & Rubano, LLC 401 Center Street Wallingford, CT 06492	To be placed on Miscellaneous Matters Agenda

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. 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
Mark Anastasi, Esq.
Eroll V. Skyers, Esq.
Amanda L. Keppler, Paralegal

Item# *200-17 Consent Calendar

Amendments to the Municipal Code of Ordinances,
Title 8 – Health and Safety, amend Chapter 8.90 –
Regulation of the Marketing of Tobacco Products to
Children.



**Report
of
Committee
on**

Ordinance

City Council Meeting Date: January 22, 2019

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 #200-17
was approved by the City Council of the City of Bridgeport on
January 22, 2019 and does not require Mayoral signature;
said approval effective as of February 13, 2019.

ATTEST
CITY CLERK

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19 FEB 19 AM 9:42



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *200-17 Consent Calendar

Whereas, Chapter 8 of the Bridgeport Municipal Code (the “Ordinance”) establishes sensible regulations to safeguard and promote the health and safety of Bridgeport residents;

Whereas, the U.S. Surgeon General reported recently that smoking is the number one preventable cause of death in the U.S., with tobacco use being responsible for almost a half million deaths a year and costs of billions of dollars in health and lost worker productivity (Reference 1);

Whereas, 95% of adult smokers began smoking before age 21, and the ages 18-21 are when most transition from occasional use to daily use and dependence (Reference 2);

Whereas, the 2017 Connecticut School Health Survey, known nationally as the Youth Tobacco Survey (YTS), reflect that over one-third of Connecticut high school students (nearly 59,000) report having tried some form of tobacco and current youth tobacco use in Connecticut is 17.9% (Reference 3);

Whereas, over 80% of high school seniors are 18 or older because they graduate, younger teens have easy access to nicotine and tobacco products through high school friends who can now purchase legally (Reference 4);

Whereas, 79% of Connecticut youth under 18 did not attempt to purchase tobacco products in the last 30 days, 21% did try. Of those, 92.4% were successful. Only 7.6% were refused sale (Reference 4);

Whereas, FDA commissioner Dr. Scott Gottlieb declared vaping a teen epidemic and identified the popular e-cigarette JUUL and four other brands as major contributors to this epidemic (References 5);

Whereas, the use of electronic cigarettes and vaping devices continues to increase at an alarming rate, with current use reported at 14.7% and youth misconceptions about harm of nicotine and e-cigarettes remain high (Reference 6);

Whereas, studies show that youth who initiate on and use e-cigarettes are six or more times more likely to use combustible tobacco cigarettes (Reference 7);



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Ordinances**
Item No. *200-17 Consent Calendar

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Whereas, the Institute of Medicine predicted in a 2015 report that raising the minimum legal sales age for tobacco products to 21 nationally would have a substantial positive impact on public health, causing long-term declines in smoking rates and reducing tobacco initiation among adolescents age 15-17 by 25% (Reference 8);

Now, therefore, be it ordained by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances, Chapter 8, is hereby amended as follows:

Chapter 8.90 - REGULATION OF THE SALES AND MARKETING OF TOBACCO PRODUCTS TO CHILDREN

8.90.010 - Short title.

This chapter shall be known and may be cited as the "Bridgeport tobacco sales and marketing ordinance."

(Ord. dated 3/15/99)

8.90.020 - Purpose of chapter.

- A. It is declared to be the public policy of the city to reduce the exposure of its children to the marketing of tobacco products in order to promote their health, safety and welfare. The city finds that the use of tobacco products has prevalent, material, and predictable deleterious impacts on the health of individuals and is therefore a significant threat to the public health of its inhabitants. Thousands of users of tobacco products and other individuals exposed to second-hand smoke die or are stricken with illnesses every year that are attributed to tobacco use. Tobacco advertising, whether intended to promote tobacco use or only to compete for market share, has the consequence of promoting tobacco use. Tobacco advertising helps significantly to induce ~~children~~children and older youth and older youth to initiate tobacco use. ~~Children~~Children and older youth and older youth are more receptive than adults to the clever images and messages contained in tobacco advertising and are likely to purchase the most heavily-advertised brands. Exposure to tobacco marketing, adult smoking, and peer smoking are the greatest risk factors for teenage ~~children~~children and older youth and older youth that decide to smoke. Of these, exposure to marketing is the greatest risk factor. The prohibition on sales to ~~children~~children and older youth and older youth is useful but is insufficient alone to discourage tobacco use among ~~children~~children and older youth and older youth.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. *200-17 Consent Calendar

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B. The city believes that additional measures must be taken to reduce the exposure of minors to tobacco advertising. Pursuant to the statutes of the State of Connecticut, the city has the power to regulate and prohibit any trade or business which is or may become prejudicial to public health and may make lawful regulations and ordinances in furtherance of public health. Therefore, to encourage the protection of the public health, the city seeks to reduce the exposure of ~~children~~children and older youth and older youth to tobacco sales, marketing and use by taking measures that include:

1. Prohibiting certain outdoor advertising in public places and certain indoor advertising of tobacco products in places likely to be frequented by ~~children~~children and older youth and older youth;
2. Prohibiting the marketing of tobacco products in proximity to schools, parks and other locations frequented by ~~children~~children and older youth and older youth;
3. Prohibiting certain tobacco marketing methods that are aimed at ~~children~~children and older youth and older youth or are likely to induce or encourage the use of tobacco products among ~~children~~children and older youth and older youth;
4. Creating a permit system with penalties as a means of enforcing the requirements of this chapter on those who sell tobacco products; and
5. Prohibiting the use of tobacco products at all Bridgeport public schools.

C. It is declared to be the public policy of the city to reduce youth access to tobacco products to promote the health, safety, and welfare of Bridgeport's youth. Raising the minimum legal sale and distribution age for all tobacco products to twenty-one (21) reduces access to these products by youth, as teens often acquire such products from social networks, including older friends: the vast majority of those providing nicotine and tobacco products for youth aged seventeen (17) and under are themselves between eighteen (18) and twenty (21) years old and are able to purchase legally.

D. Select findings from the 2017 Connecticut School Health Survey reflect over one-third of Connecticut high school students (nearly 59,000) report having ever tried some form a tobacco and current tobacco use is reported at 17.9%. The YTS survey shows the vast majority of youth are using flavored tobacco products, e-cigarettes and vaping devices, and although cigarette smoking has decreased among Connecticut youth, the use of electronic cigarettes and vaping devices continues to increase at an alarming rate, with current use reported at 14.7% , and shows usage increasing with age. When asked how they accessed these products, the majority of youth surveyed (59.3%) reported they obtained their e-cigarettes from a friend.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Ordinances**
Item No. *200-17 Consent Calendar

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E. The Institute of Medicine predicted in a 2015 report that raising the minimum legal sales age for tobacco products to 21 nationwide will have a substantial positive impact on public health and provide long-term declines in smoking rates by reducing tobacco initiation among adolescents aged 15-17 by twenty five percent (25%) and overall prevalence of tobacco use by twelve percent (12%).

F. The city believes that additional measures must be taken to reduce youth access to all Tobacco Products. Pursuant to the statutes of the State of Connecticut, the city has the power to regulate and prohibit any trade or business which is or may become prejudicial to public health and may make lawful regulations and ordinances in furtherance of public health. Therefore, to encourage the protection of public health, the city seeks to prevent and reduce youth access to tobacco products by taking measures that include:

1. Prohibiting the sale of all tobacco products to persons under the age of 21.
2. Requiring tobacco retailers to verify age by examining valid identification.
3. Requiring tobacco retailers to display signage that informs persons "The sale of tobacco or nicotine products or devices to persons under 21 is prohibited."
4. Using existing tobacco permit system as a means of enforcing the requirements of this Chapter.

(Ord. dated 3/15/99)

8.90.030 - Definitions.

When used in this chapter, the following words and terms shall have the following meanings:

"Public park" means any public park of the city, whether designated as a park, park land, open spaces or recreation areas on the master plan of the city or on local zoning, assessment, engineering or geographic information system maps, as well as any other location used as a park within the city.

"Public place" means any public area, including public parks and public schools, where a tobacco advertisement is located or from which a tobacco advertisement on public or private property can be seen, including, but not limited exclusively to, advertisements on billboards, buildings, store fronts, public transportation vehicles including buses, taxicabs, ferry boats, government buildings, government real property, and tobacco advertisements at all places of public convenience frequented or likely to be frequented by ~~children~~ children and older youth and older youth,



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
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including without limitation sports or entertainment facilities, fields and arenas open to the public, except for adult establishments such as bars, nightclubs and other places of public entertainment where ~~children~~ children and older youth and older youth are excluded by law. A "public place" does not mean or include any location intended to be visible only by those inside a premises, a private residence or a multiple dwelling unit.

"Public school" includes all pre-school, elementary, intermediate and high schools, and all other schools that come under the jurisdiction of the board of education.

"Tobacco" or "tobacco products" means any product containing, made, or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, snorted, sniffed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, cigarettes, e-liquids, cigars, little cigars, pipe tobacco, chewing tobacco, snuff, or snus. "Tobacco" or "tobacco products" also means electronic delivery systems, including any device that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device including, but not limited to, e-cigarettes, e-cigars, e-pipes, vapor products, or e-hookahs. "Tobacco" or "tobacco products" also means any component or accessory used in the consumption of tobacco products, whether or not they contain nicotine, including, but not limited to, filters, cartridges, pods, pens, rolling papers, or pipes. "Tobacco" or "tobacco products" does not include drugs, devices, or combination products authorized for sale as a tobacco cessation product approved by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act. ~~all products containing tobacco or a tobacco derivative, including but not exclusively limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, and so-called "smokeless" tobacco products, and products or merchandise sold, distributed or given away alone or in combination with other goods, services or merchandise which contains thereon the name brand, slogan, artwork, imagery or opinions of, or which products or merchandise are associated with, the maker or distributor of tobacco products.~~

"Tobacco advertisement" means the use of any promotional material in any media to market tobacco products or to promote tobacco use, including the sponsorship of sporting or entertainment events or the sponsorship of individual teams, entrants or competitors, advertising the sale or promoting the use of tobacco products in a public place, except retailers of tobacco products who may use only tombstone advertising after such retailer obtains a tobacco marketing permit pursuant to this chapter. A "tobacco advertisement" does not include advertisements on commercial vehicles used for transporting tobacco or tobacco products or any sign that contains the name or slogan of the business located within the premises on which such sign is located, provided such sign does not contain a brand name of a tobacco product.



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"Tobacco marketing permit" or "~~tobacco permit~~" means the permit specified herein which must be obtained from the health department by every ~~person or entity~~ Tobacco Retailer which sells or offers for sale tobacco products directly to the public.

"Tobacco retailer" means any individual, firm, partnership, joint venture, association, joint stock company, corporation, unincorporated business entity, or any other group or combination acting as a unit that owns or operates, any manufacturer, producer, distributor, supplier, wholesaler or retailer of tobacco products. "Tobacco retailer" does not mean the employees of an owner or operator of any manufacturer, producer, distributor, supplier, wholesaler or retailer of tobacco products.

"Tobacco sale" means the actual sale, including face-to-face sales and all self-service sales methods, and free distribution or giveaway of tobacco products alone or in combination with other goods, services, merchandise or marketing promotions, as well as the sale or distribution of individual cigarettes or cigars or the sale or distribution of a lesser number of cigarettes or cigars than the advertised count on a typical pack or container.

"Tombstone advertisement" means the posting in public view of announcements as to the availability of tobacco products and the price thereof on a sign or signs, which shall be in a black-and-white format only and may not contain logos, artwork, imagery, slogans or opinions about tobacco products or promote the use thereof.

(Ord. dated 3/15/99)

8.90.040 - Prohibited practices.

- A. Tobacco advertisements are prohibited in public places as specified in this chapter.
- B. Tobacco sales are prohibited by vending machine or other self-vending methods except in places where persons under the age of twenty-one (21) are not permitted access. ~~for adult establishments as defined in "public place" and as permitted by Section 8.90.060.~~
- C. Marketing of tobacco products is prohibited in the locations, and in the manners, specified in this chapter.
- D. Tobacco sales are prohibited except in accordance with this chapter after obtaining a tobacco permit described in Section 8.90.050.
- E. Use of tobacco products is prohibited on public school property.

(Ord. dated 3/15/99; Ord. dated 11/1/99)



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8.90.050- Minimum Legal Sales Age, Signage, and Enforcement

A. No Tobacco Retailer shall themselves, or through any agent, employee, or representative, give, sell, barter, or otherwise distribute any tobacco product to any person under twenty-one (21) years of age. ~~PS++~~

B. Each person selling or otherwise distributing tobacco products shall verify the age of the purchaser by means of a government-issued photographic identification containing the bearer's date of birth demonstrating that the purchaser is twenty-one (21) years of age or older. Verification is required for any persons who appears to be under the age of (30).

1. That a person appeared to be over the age of twenty-one (21) shall not constitute a defense to a violation of this Chapter. If a person fails to provide adequate proof of age, the Tobacco Retailer or the Tobacco Retailer's agent, employee, or representative shall not sell any tobacco product to the person.

C. "THE SALE OF TOBACCO OR NICOTINE PRODUCTS OR DEVICES TO PERSONS UNDER 21 IS PROHIBITTED" signs shall be legibly printed in letters at least one inch high and shall be posted clearly and conspicuously in every location where the products are available for purchase. Signage shall be in multiple languages as needed to be consistent with other facility postings.

D. Selling or otherwise distributing tobacco products in any place that does not have a sign posted in a conspicuous place is prohibited by law and punishable consistent with this Chapter.

E. This Section shall be enforced by the Bridgeport Health Department or its designated agent(s).

1. From time to time, but at least twice per year, the Bridgeport Health Department shall conduct unannounced compliance checks. The Bridgeport Health Department shall conduct compliance checks by engaging persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products. Unannounced follow-up compliance check(s) of all non-compliant tobacco retailers are required within three (3) months of any violation. The results of all compliance checks and inspections shall be published by the Bridgeport Health Department at least annually.

F. Any citizen who desires to register a complaint pursuant to this Chapter may do so by contacted the Bridgeport Health Department or its designated agent(s), and the Bridgeport Health Department or its designated agent(s) shall investigate.



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8.90.0560 - Tobacco marketing permit procedure.

- A. All tobacco sales by retailers which commence operations after the effective date of this chapter shall be made only after obtaining a tobacco ~~marketing~~ permit from the health department on a form provided and upon a demonstration of compliance with this chapter. All retailers existing prior to the effective date of this ordinance may continue to make tobacco sales until December 31, 1999. Starting January 1, 2000, all such retailers must obtain a tobacco ~~marketing~~ permit pursuant to this chapter.
- B. The permit fee shall be one hundred fifty dollars (\$150.00) [MOU2] per calendar year, or a pro rata portion thereof based upon the number of months during the calendar year in which such retailer was in operation. The permit fee shall be reviewed and adjusted annually by the Bridgeport Health Department. The fee for a tobacco permit should cover the administrative cost for licensing, education and training, retail inspections, and unannounced compliance checks as outlined in this Chapter.
- C. The duration of a permit shall be for one calendar year.
- D. A permit shall not be transferred from one Tobacco Retailer to another or from one location to another.
- E. No permit shall be issued or renewed to an establishment unless the Tobacco Retailer signs a form stating that the Tobacco Retailer has read this Chapter and has provided training to all employees on the sale of tobacco products. Such training shall include information that the sale of tobacco products to persons under 21 years of age is illegal, the types of identification legally acceptable for proof of age, and that sales to persons under 21 years of age shall subject the Tobacco Retailer to penalties.
- F. All permitted premises must be open to inspection by the Bridgeport Health Department during regular business hours.
- G. A permit shall be displayed at all times and shall be exhibited to any person upon request.
- H. No Tobacco Retailer shall engage in the sale of tobacco products without a valid permit.



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8.90.070 – Violations and Penalties

A.D. Violations of this chapter by a tobacco retailer shall be punishable by fine or suspension or revocation of the permit, as follows:

1. Upon a first violation of this chapter, the health department shall impose a fine of \$150.00[MOU3]. ~~issue a written warning or citation to the retailer specifying the violation of this chapter.~~
2. ~~If the retailer fails to demonstrate that the action complained of in the citation has been corrected to the satisfaction of the health department within five business days of the date the citation was issued, a violation will then be issued for the action complained of.~~
3. ~~A violation is punishable by a fine of one hundred twenty five (\$125.00) per day pursuant to Chapter 1.12, Section 1.12.010 of the municipal code of ordinances for each day that the action complained of was not corrected after the violation was issued, and such amount shall be paid to the health department within ten business days of demand.~~
- 2.-4. ~~If a second violation is issued within a thirty-six (36) month period the same calendar year, in addition to the monetary fine of \$150.00, payable, the tobacco marketing permit shall be suspended for a period of seven (7) calendar days., or until the last day of the calendar month, whichever occurs first[MOU4].~~
- 3.-5. ~~If a third violation is issued within the same calendar year a thirty-six (36) month period, in addition to the monetary fine payable of \$150.00, the tobacco marketing permit shall be suspended for one hundred eightythree (18030) days., or until the last day of the calendar year, whichever occurs first.~~
4. ~~If a fourth violation is issued within a thirty-six (36) month period, in addition to the monetary fine of \$150.00, the tobacco permit shall be revoked.~~
6. ~~If a retailer has received three or more violations in a calendar year, no tobacco marketing permit will be issued to such business for the next succeeding calendar year.~~

B. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense. The decision that a violation has occurred shall be in writing mailed to the tobacco retailer by the Bridgeport Health Department, the notice should specify the chapter and section with which the tobacco retailer is in violation no later than thirty (30) days from the date of the violation. Tobacco retailers have the right to appeal civil penalties in accordance with this Chapter.



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C. Upon suspension or revocation of a tobacco permit, all tobacco products shall be removed from the premises. Failure to remove shall constitute a separate violation punishable by a fine to be set by the Bridgeport Health Department for each and every day of noncompliance.

D. A tobacco permit issued under this Chapter may also be denied, suspended, or revoked by the Bridgeport Health Department through written notice should the Tobacco Retailer or Tobacco Retailer's agent, employee, or representative, directly or indirectly:

1. Sell tobacco products without a valid tobacco permit
2. Fail to pay fines issued in accordance with this Chapter
3. Have a tobacco retail sales license revoked within the preceding 12 months of the date of application.
4. Fail to provide required information on the application for a tobacco permit or provide false or misleading information on an application for a tobacco permit.
5. Violate federal, state, or local tobacco product sales and use laws

E. Violations of this chapter by an advertiser, marketer or promoter of tobacco products or promoting the use thereof, other than a retailer, shall be punishable by a fine of one hundred fifty dollars (\$150.00) per day for each day that such violation continues beyond the tenth day after such violation is issued.

F. All fines collected from violations of this Chapter are to be deposited into a fund administered by the Bridgeport Health Department to cover the administrative costs for licensing, education and training, retail inspections, unannounced compliance checks, and the regulation of marketing of tobacco products.

(Ord. dated 3/15/99)

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



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8.90.0860 - Phase-in applicable to certain businesses.

If a retailer or other business owner can demonstrate to the reasonable satisfaction of the health department within sixty (60) days of the effective date of this chapter that it has entered into written agreements that existed on or before April 1, 1999, pertaining to the sale, advertisement, vending machine or other self-service sales method or other marketing of tobacco products that would otherwise be prohibited by this chapter, and further demonstrates that such written agreements would be materially violated or cancelled upon the enforcement of this ordinance against such retailer or business owner, the health department may issue an appropriate waiver of the strict enforcement of one or more of the provisions of this chapter, but only as to such specific business relationship, which waiver shall not be granted for a period in excess of two years from the effective date hereof.

(Ord. dated 3/15/99)

8.90.090- Public Education

The Bridgeport Health Department shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this Chapter to citizens affected by it, and to guide tobacco retailers in their compliance. The program may include publication of a brochure for affected tobacco retailers explaining the provisions of this Chapter and signage mandated by this Chapter.

8.90.100 - Rulemaking Authority

The Bridgeport Health Department is hereby authorized to promulgate rules and regulations to carry out the purpose and intent of this Chapter in order to protect the public health, safety, and welfare.

8.90.110 - Liberal Construction

This article shall be liberally construed so as to further its purposes.

8.90.120 - Severability

The provisions of this section are hereby declared severable, and if any provision, clause, sentence, or paragraph of this section or the application thereof to any person or circumstances held by a court of component jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this section that can be given effect.



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8.90.070130 - Effective date.

This chapter shall be effective upon publication. [INSERT AGREED UPON EFFECTIVE DATE FOR AMENDEMENTS]

(Ord. dated 3/15/99)

REFERENCES

1. Public Health Service (2014) The health consequences of smoking – 50 years of progress: A report of the Surgeon General. U.S. Department of Health and Human Services, Atlanta, Georgia. <http://www.surgeongeneral.gov/library/reports/50-years-of-progress/full-report.pdf>.
2. PMC U.S. Library of Medicine, NIH (2008) The Importance of Timing of Transitions for Risk of Regular Smoking and Nicotine Dependence. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2659851/>
3. Connecticut Youth Tobacco Survey Results 2017 Surveillance Report, p. 12.
4. Connecticut Youth Tobacco Survey Results 2017 Surveillance Report, p. 36
Fig. 1. Connecticut Youth Tobacco Survey Results 2017 Surveillance Report, p. 14.
5. U.S. Food and Drug Administration. FDA takes new steps to address epidemic of youth e-cigarette use. News Release September 12, 2018
<https://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/default.htm>
6. Connecticut Youth Tobacco Survey Results 2017 Surveillance Report, p. 15-17.
7. Barrington-Trimis JL, Urman R, Berhane K, et al. E-Cigarettes and Future Cigarette Use. *Pediatrics*. 2016;138(1):e20160379. doi:10.1542/peds.2016-0379; see also <https://truthinitiative.org/news/3-main-reasons-youth-use-e-cigarettes>.
8. Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products. The Committee on the Public Health Implications of Raising the Minimum Age for Purchasing Tobacco Products. Institute of Medicine, Report Brief March 2015. http://www.nationalacademies.org/hmd/~media/Files/Report%20Files/2015/TobaccoMinAge/tobacco_minimum_age_report_brief.pdf



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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES

Eneida L. Martinez, Co-Chair

Marcus A. Brown, Co-Chair

Michelle A. Lyons

Ernest E. Newton, II

Rosalina Roman-Christy

Pete Spain

Maria I. Valle

City Council Date: January 22, 2019 (as amended from the floor)

Item # *05-18 Consent Calendar

Medical Administrative services only agreement between the City of Bridgeport and Bridgeport Board of Education and Cigna Health and Life Insurance Company.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: January 22, 2019

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 #05-18 was approved by the City Council of the City of Bridgeport on January 22, 2019 and does not require Mayoral signature; said approval effective as of February 13, 2019.

RECEIVED
CITY CLERKS OFFICE
19 FEB 19 AM 9:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

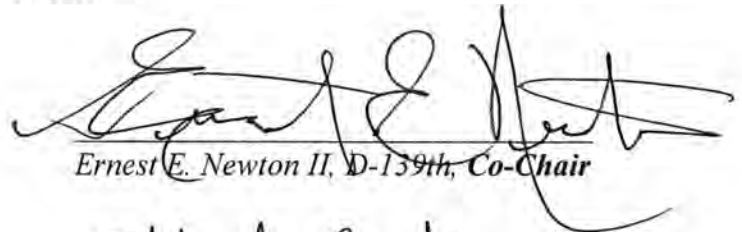
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

Item No. *05-18 Consent Calendar

RESOLVED, That the attached Agreement between the City of Bridgeport, Board of Education and CIGNA Health and Life Insurance Company to provide medical administrative services, effective July 1, 2018 through June 30, 2021, 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-Paniccia, D-134th

City Council Date: January 22, 2019

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.

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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 other

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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.

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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	<ul style="list-style-type: none"> PPO Access Fee 	\$15.75/employee/month Included in Medical Administration Charge
Medical	<ul style="list-style-type: none"> OAP Access Fee 	\$15.75/employee/month Included in Medical Administration Charge
Medical	<ul style="list-style-type: none"> HRA OAP Access Fee (All Plans) 	\$15.75/employee/month Included in Medical Administration Charge
Medical	<ul style="list-style-type: none"> HSA OAP Access Fee (All Plans) 	\$15.75/employee/month Included in Medical Administration Charge
Medical	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> OAP Access Fee 	\$15.75/employee/month Included in Medical Administration Charge
Medical	<ul style="list-style-type: none"> 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>	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.
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.

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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.	<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.	<u>Pharmacy claims:</u> 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.	<u>Provision of Health Savings Account:</u> 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.	<u>Claim Forwarding:</u> 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.	<u>Use of HSA:</u> 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:	
1.	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	
<p>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.</p>	<p>These services are included in the following products OAP</p>

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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	Group 2		\$469.00
ASC (Ambulatory surgical center) / Endoscopy Suite	Group 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

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

**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	Group 2		\$469.00
ASC (Ambulatory surgical center) / Endoscopy Suite	Group 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.

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

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.

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

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.

(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.

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

“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.

Item # *06-18 Consent Calendar

Dental Administrative services only agreement between the City of Bridgeport and Bridgeport Board of Education and Cigna Health and Life Insurance Company.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: January 22, 2019

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 #06-18 was approved by the City Council of the City of Bridgeport on January 22, 2019 and does not require Mayoral signature; said approval effective as of February 13, 2019.

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
19 FEB 19 AM 9:42



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. *06-18 Consent Calendar

RESOLVED, That the attached Agreement between the City of Bridgeport, Board of Education and CIGNA Health and Life Insurance Company to provide dental administrative services, effective July 1, 2018 through June 30, 2021, be and it hereby is, in all respects, approved, ratified and confirmed.

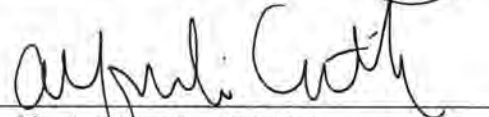
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

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-Paniccia, D-134th

City Council Date: January 22, 2019

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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**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.

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Section 1. Term and Termination of Agreement

This Agreement is effective on the Effective Date and shall remain in effect until 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

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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.

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.

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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	<ul style="list-style-type: none"> Dental Preferred Provider Organization (DPPO) 	\$1.99/employee/month
DENTAL NETWORK ACCESS FEE		
Product	Description	Charge
Dental	<ul style="list-style-type: none"> 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

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

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.

**Client Name: City of Bridgeport and Bridgeport BOE
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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.

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

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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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.

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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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Administrative Services Only Agreement**

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.

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.

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

“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.

Item# *11-18 Consent Calendar

Grant Submission: re State of Connecticut Department of Economic and Community Development (DECD) Round 12 Remedial Action and Redevelopment Municipal Grant (#19231)



**Report
of
Committee
on**

DECD and Environment

City Council Meeting Date: January 22, 2019

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 #11-18 was approved by the City Council of the City of Bridgeport on January 22, 2019 and does not require Mayoral signature; said approval effective as of February 13, 2019.

RECEIVED
CITY CLERKS OFFICE
19 FEB 19 AM 9:42
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *11-18 Consent Calendar

**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.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of the 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 Office of the City Clerk

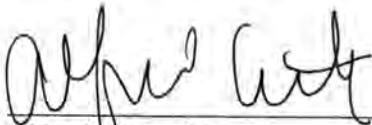
**Report of Committee on ECD and Environment
Item No. *11-18 Consent Calendar**

-2-


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

Mary A. McBride-Lee, **Co-Chair**

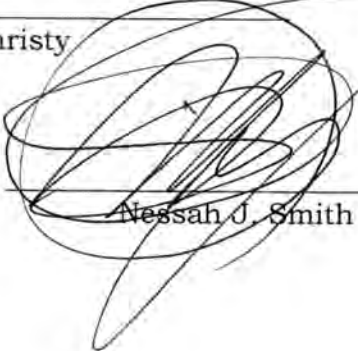
Maria I. Valle, **Co-Chair**


Alfredo Castillo

Jeanette Herron


Rosalina Roman-Christy


Eneida L. Martinez


Nessah J. Smith

City Council Date: January 22, 2019