

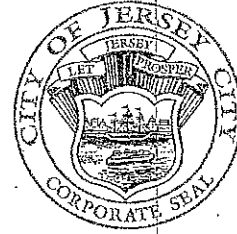
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.510

Agenda No. 10.B

Approved: JUL 20 2016

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH MCCABE AMBULANCE SERVICE, INC., THE CITY OF JERSEY CITY, JERSEY CITY MEDICAL CENTER AND CAREPOINT HEALTH MANAGEMENT ASSOCIATES, LLC

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on November 12, 2014 the Municipal Council awarded a BLS Contract to Jersey City Medical Center effective January 1, 2015; and

WHEREAS, McCabe Ambulance Service, Inc. filed a complaint against the City of Jersey City and Jersey City Medical Center in the Superior Court of New Jersey, Hudson County captioned *McCabe Ambulance Service, Inc. v. City of Jersey City, et al.*, Docket No. HUD-L-5182-14; and

WHEREAS, the current RFP contained various compliance terms and conditions, including certain requirements that the contractor provide certain reports and data to the City concerning the performance of the BLS Contract; and

WHEREAS, the main purpose of McCabe's lawsuit was to gain clarity as to which hospital would be the closest to any given BLS transport; and

WHEREAS, consistent with the goal of protecting the quality of emergency medical transport services to the residents and visitors of Jersey City and to assure appropriate access to medical care, the parties agree with the implementation of the grid system, set forth herein, to identify the closest appropriate facility for patient transports, and to have an auditor appointed, pursuant to the terms and monitor EMS transports within Jersey City; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The parties agree to the terms and conditions of this Settlement Agreement.
2. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

JF/tp
7/14/16

Certification Required ☐

Not Required ☒

APPROVED 5-1-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.20.16 SpcMtg											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSTAIN		
HALLANAN	✓			OSBORNE	ABSTAIN			WATTERMANN	ABSENT		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH MCCABE AMBULANCE SERVICE, INC., THE CITY OF JERSEY CITY, JERSEY CITY MEDICAL CENTER AND CAREPOINT HEALTH MANAGEMENT ASSOCIATES, LLC

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To execute a Settlement Agreement in the matter of *McCabe Ambulance Service, Inc. v. City of Jersey City, et al.*

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and effective as of the 1st day of July, 2016, by and between **MCCABE AMBULANCE SERVICE, INC.**, a New Jersey corporation with an address at 7 East 41st Street, Bayonne, New Jersey ("McCabe"), the **CITY OF JERSEY CITY**, a political subdivision of the State of New Jersey, with offices located at 280 Grove Street, Jersey City, New Jersey ("City"), the **JERSEY CITY MEDICAL CENTER** ("JCMC"), a New Jersey corporation having offices at 355 Grand Street, Jersey City, New Jersey ("JCMC"), **CAREPOINT HEALTH MANAGEMENT ASSOCIATES, LLC** ("CarePoint") a New Jersey corporation with an address at 10 Exchange Place, 15th Floor Jersey City, NJ 07302. McCabe, CarePoint, City and JCMC are collectively referred to herein as the "Parties". This Agreement is binding upon, and inures to the benefit of the Parties named above, as well as their parent companies, members, affiliates, subsidiaries, directors, officers, employees, heirs, agents and assigns.

RECITALS

WHEREAS, on or about September 2013, the City issued a request for proposal (the "Initial RFP") seeking proposals for a contract to provide BLS Emergency Ambulance Services for the City (the "BLS Contract"); and

WHEREAS, on June 26, 2014, the City issued a second request for proposals for the BLS Contract (the "Current RFP"); and

WHEREAS, McCabe and JCMC submitted bid proposals in response to both the Initial RFP and the Current RFP; and

WHEREAS, on November 12, 2014, based on the recommendation of the City's evaluation committee, the City's Municipal Council voted to award the BLS Contract to JCMC and passed a resolution authorizing said award; and

WHEREAS, in December 2014 McCabe commenced litigation against the City and JCMC, which is currently pending in the Superior Court of New Jersey, Hudson County, captioned *McCabe Ambulance Service, Inc. v. City of Jersey City, et al.*, bearing docket no. HUD-L-5182-14 (the "Lawsuit"); and

WHEREAS, Jersey City and JCMC deny the allegations in the Lawsuit, and deny that they or any of their subsidiaries, agents, or successors are liable for any claims raised in the Lawsuit; and

WHEREAS, the City and JCMC entered into the BLS Contract, effective January 1, 2015; and

WHEREAS, the Current RFP contained various compliance terms and conditions, including certain requirements that the contractor provide certain reports and data to the City concerning the performance of the BLS Contract; and

WHEREAS, the BLS Contract also contains certain compliance requirements concerning the provision of those BLS services, notably concerning EMS patient transports (BLS Contract, Art. IV) and monitoring/audit (BLS Contract, Art. V); and

WHEREAS, the Current RFP also required the contractor to support certain Advanced Life Support ("ALS") services, which ALS services are also provided by JCMC; and

WHEREAS, in order to avoid the delay, cost and burden of further litigation, the Parties hereto desire to settle and resolve the Lawsuit in accordance with the terms and conditions of this Agreement; and

WHEREAS, consistent with the goal of protecting the quality of emergency medical transport services to the residents and visitors of Jersey City, and to assure appropriate access to medical care, the Parties agree with the implementation of the grid system, set forth herein, to identify the closest appropriate facility for patient transports, and to have an auditor appointed, pursuant to the terms set forth herein, to monitor EMS transports within Jersey City.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the mutual promises and covenants contained herein, and other good and valuable consideration (the receipt and sufficiency of which the Parties acknowledge) the Parties do hereby agree as follows:

TERMS

1. EMS PATIENT TRANSPORT GRID PROTOCOL FOR JERSEY CITY:

a. Beginning on July 1, 2016, JCMC will utilize a grid-based protocol to identify the closest appropriate facility for all EMS patient transports within Jersey City, N.J. (the "Grid Protocol"). This Grid Protocol will be used for all EMS patient transports whether such transport results from a BLS or ALS designated call and shall include, but not be limited to, transports performed pursuant to the BLS Contract. JCMC will utilize the grid annexed hereto as Exhibit A. As set forth on the attached grid, the Grid Protocol separates the City of Jersey City into separate geographic zones, based on the closest medical facility. Except in cases involving Level 2 trauma, sexual assault, physician directive, where the patient chooses otherwise, or where JCMC's EMS destination software chooses otherwise, patient pick-ups originating from a designated grid zone will be transported by JCMC to the medical facility identified on the grid for that geographic grid zone. EMS patient pick-ups from grid zones with overlapping designated medical facilities ("Overlap Zones") shall be brought to the closest facility as determined by GPS. To the extent permissible under the Health Insurance Portability and Accountability Act ("HIPAA"), GPS transport determinations shall be documented on the monthly reports described in Section 2, infra. The Grid Protocol will be utilized for the duration

of the BLS Contract (including extensions thereto) or until McCabe makes its election to terminate the Grid Protocol pursuant to Section 1(d), infra, or by mutual agreement of the Parties, whichever is earliest. Should the Grid Protocol raise a bona fide legal compliance issue that cannot be resolved, the Parties will negotiate a mutually agreeable alternative transport protocol.

- i. All three medical facilities designated in the Grid Protocol currently possess the specialties to treat patients with symptoms of stroke or myocardial infarction. If any of those facilities should subsequently lose the specialty to treat such symptom(s), then transports to that facility for such symptom(s) will be an exception to the Grid Protocol.

b. JCMC warrants and represents that, during the course of its training of JCMC EMS personnel, it will emphasize that, in asking patients if they wish to be transported to a particular facility, the EMS personnel shall not take any action, or make any statements, to influence or persuade a patient's choice. Should it be brought to JCMC's attention that its EMS personnel are engaging in such conduct, JCMC will take appropriate corrective action.

c. The term "trauma", as used herein, means a patient whose condition requires transport to a Level 2 trauma center in accordance with Centers for Disease Control Guidelines relating to the National Trauma Triage Protocol, or other Guideline recognized by the State of New Jersey.

d. In conjunction with the use of the Grid Protocol, JCMC will incorporate EMS destination software (the "EMS Software") into the Grid Protocol. This EMS Software will provide real time traffic/road conditions, as well as detailed information concerning EMS pick-up locations. Upon becoming fully operational, in the event that the destination software, based on real-time traffic/road conditions, recommends that a patient be transported to a medical facility that is not the medical facility identified on the geographic grid zone from where the patient pick-up originated, the medical facility recommended by the EMS Software shall be utilized. This EMS Software shall not impact patient destination for cases involving trauma as defined in paragraph 1(c), sexual assault, physician directive or where the patient chooses otherwise.

e. Within fourteen (14) days of the effective date of this Agreement, JCMC will provide the City and McCabe with the details of the training materials to be used to train employees on the new Grid Protocol. JCMC's employee training shall include: (i) provisions for the assessment and transport of trauma patients; (ii) proper protocol for physician directed transports; (iii) proper protocol for patient choice transports; and (iv) proper protocol for transports involving victims of sexual assault.

f. The initial six (6) month time period following the execution of the Agreement (the "Initial Period") will serve as a trial period for the Grid Protocol during which time JCMC can continue training personnel and making necessary adjustments to the Grid Protocol, in conjunction with feedback from the Parties herein. During the Initial Period, JCMC will also

consult with the Parties in good faith, and in conjunction with feedback from the Auditor (as set forth in Section 3, *infra.*); concerning: (i) the potential to re-designate some, or all of the Overlap Zones; (ii) developing a method to document trauma transport cases for review. During the Initial Period the City, McCabe and/or CarePoint, or their respective software consultants may, upon reasonable notice to JCMC, inspect and examine the EMS Software. After the Initial Period, such inspection/examination may occur if JCMC modifies or materially updates the EMS Software.

g. After the Initial Period, should the percentage of patient drop-offs at Christ Hospital relative to all patient drop-offs decrease by at least 10% on average over any (6) six month period within the (12) twelve months following the Initial Period, McCabe may, at its option, elect to have JCMC terminate the Grid Protocol. In the event of such election, JCMC shall revert back to the pre-Grid Protocol patient transport system utilized by JCMC, unless the Parties mutually agree to an alternative transport protocol. In the event that McCabe makes this election, the remaining duties and obligations set forth in this Agreement, *e.g.*, monthly reports, JCMC's quarterly reports to the Auditor, quarterly Audits, shall remain in full force and effect.

2. MONTHLY REPORTS:

a. Beginning with the month that this Agreement is executed, JCMC shall, on a monthly basis, provide the Parties with monthly reports for each ALS and BLS emergency patient transport originating in Jersey City, N.J. For each patient transport, to the extent permitted under HIPAA, the monthly reports shall contain the data points and be in the format as the sample report attached hereto as Exhibit B. JCMC shall provide these monthly reports for the duration of the BLS Contract, including extensions thereof. These reports shall be provided to the Parties on a monthly basis, within ten (10) days after the close of a month.

b. There shall be no audits of the monthly reports for patient transports for the year 2015, which were already provided to McCabe.

c. Any transport that was not to the closest facility designated in the Grid Protocol will be deemed a "Fallout Transport".

3. EMS TRANSPORT AUDIT:

a. Simultaneously with the execution and delivery of this Agreement, JCMC shall retain an independent auditor (the "Auditor") to monitor EMS transports within Jersey City, including transports performed pursuant to the current BLS Contract. Prior to commencing any work under this Agreement, the Auditor will be required to enter a Business Associate Agreement with JCMC. The Auditor's function shall include reviewing data provided by both the ALS and BLS provider (JCMC) to monitor the emergency transport of patients. The services provided by the Auditor shall be those services set forth in Exhibit C hereto.

b. During the initial six (6) months of the Grid Protocol's use, JCMC will cause the Auditor to conduct two (2) separate audits of the EMS transports: (i) at the conclusion of the initial three (3) months of Grid Protocol use; and (ii) at the conclusion of the initial six (6) month time period of Grid Protocol use (collectively, the "Initial Audits"). The results of the Initial Audits, or any portion thereof, will only be disclosed to the extent permitted under HIPAA. Such results will not be used by the City in assessing JCMC's performance under the BLS Contract.

c. After the conclusion of the initial six (6) month time period, JCMC will cause the Auditor to conduct audits of the EMS transports every three (3) months thereafter, for the duration of the BLS Contract (hereinafter, the "Duration Audits"). The results of the Duration Audits will be reflected in a HIPAA-compliant report that may be used by the City in assessing JCMC's performance under the BLS Contract.

d. For each Initial and Duration Audit, the Auditor may select, from the monthly reports, individual Fallout Transports to be reviewed by the Auditor (the "Selected Transport(s)"). The number of Fallout Transports to be reviewed will be the minimum number necessary to be statistically significant, e.g. by applying a 90% confidence level with a 5%+/- confidence interval.

e. In addition, JCMC shall establish a reporting mechanism whereby the Parties may designate from the monthly reports Fallout Transports up to 10 Fallout Transports per quarter to be reviewed by the Auditor. The results of those designated cases will be included in the Auditor's reports but will be for informational purposes only and will not count toward establishing any percentage set forth in this Agreement, *see e.g.*, Section 1(g), 5(a).

f. In performing its services for BLS and ALS Selected Transports, the Auditor shall initially review the information set forth in the monthly reports described in Section 2 herein and the quarterly reports and requested information described in Section 4 herein, to monitor whether the vendor's performance complies with the Grid Protocol set forth in Section 1 of this Agreement. As part of its services, the Auditor may request additional specified information from JCMC, including available objective documentation (e.g., the signature of the patient or his/her family member) supporting the decision not to transport to the closest facility designated in the Grid Protocol.

g. JCMC will establish a reporting mechanism for transport related patient/physician complaints. In the event that JCMC receives a specific patient complaint, JCMC shall report same to the Auditor, and the Auditor may, with the participation of JCMC, and consistent with HIPAA, contact the patients to investigate the complaint. Those instances shall be included in the Auditor's reports. With respect to specific physician complaints concerning the location to which a patient was transported, JCMC shall contact the physician to engage in a 'peer to peer' discussion of the complaint and take any necessary good faith action to resolve the issue.

h. The Auditor shall be O'Conco Health Consultants, located in Manasquan, New Jersey ("O'Conco"). JCMC shall retain the Auditor on an annual basis. The City and JCMC

reserve the right to review the Auditor's performance and, if agreed by both of them (such consent shall not be unreasonably withheld), to change the Auditor at the conclusion of each contract year. In the event that the Auditor is replaced, the audit scope of services shall not be reduced, altered or limited, unless agreed to by the Parties

i. The Auditor shall serve at a cost not to exceed \$25,000 per year, for the life of the BLS Contract (including extensions thereto), except that in Year 1, auditor will charge an additional \$10,000 "set up" fee. Cost of the audit shall be shared equally between JCMC and McCabe. Payment of McCabe's share of the audit costs shall be guaranteed by CarePoint. JCMC shall provide copies of Auditor's invoices to McCabe and CarePoint containing sufficient detail to confirm the accuracy and legitimacy of the charges. Payments shall be provided within thirty (30) days of receipt. If payment is not made within thirty (30) days of receipt, JCMC shall provide McCabe/CarePoint with written notice and a reasonable opportunity to cure. Thereafter, the Auditor may be terminated.

4. JCMC REPORTS TO AUDITOR:

a. JCMC shall provide the Auditor with quarterly reports sufficiently detailing, with respect to each Selected Transport, the following information: (a) Pick-up location by street address & grid section; (b) Diagnosis at the scene; (c) Drop-off location (facility); (d) Payor source; and (e) indicate whether the transport was designated BLS or ALS;

b. Each quarterly report supplied by JCMC shall also identify, for each Selected Transport, the reason for said transport destination.

c. With respect to each Selected Transport, upon request by the Auditor, JCMC shall provide the Auditor with additional requested information needed by the Auditor to perform his/her function, including, but not limited to: (a) providing objective medical documentation supporting the decision for the specific transport destination; (b) justification for why an EMS unit (or its medical control) bypassed the closest appropriate facility (other than transports designated as a patient choice destination); and (c) for transports pursuant to patient choice, information confirming that the transport comported with the patient's request.

d. The BLS Contract shall remain in full force and effect to the extent not effected by this Agreement.

5. AUDITOR'S REPORTS TO CITY:

a. The Auditor shall issue HIPAA-compliant quarterly reports to the City. These reports shall be limited to findings concerning the compliance of the EMS transports, i.e., whether the transports comply with the Grid Protocol. Moreover, with respect to BLS transports,

the reports shall detail whether the BLS vendor's performance complied with Article IV of the BLS Contract (e.g., patient transport requirements). With respect to instances of non-compliance, if any, the reports shall include data/documentation to support the particular finding. Should the reports, together with the audit results, show that JCMC's drop-offs are correct in at least 90% of the cases, then JCMC will be deemed to be compliant with the terms of the BLS Contract between the City and JCMC and with this Agreement.

b. JCMC shall be afforded a reasonable opportunity to review the Auditor's reports with the City for the purpose of discussion, analysis or future corrective action, if any, and to cure any deficiencies noted by the auditor.

c. The City may use the findings received as part of a Duration Audit to assess JCMC's compliance with the BLS Contract. Failure of JCMC to comply with the terms of this Agreement or reasonably cooperate with the Auditor in the performance of its function shall, after notice and a reasonable opportunity to cure, constitute a material breach of the BLS Contract and sufficient grounds for terminating the BLS Contract if it so chooses.

d. A copy of each Auditor's report shall be supplied to McCabe and CarePoint.

6. DISMISSAL OF THE COMPLAINT:

a. Upon the execution and delivery of this Agreement, McCabe and CarePoint, through their counsel shall execute and file a Stipulation of Dismissal, dismissing the Complaint and all of the claims in the Lawsuit, with prejudice and without costs.

7. CONFIDENTIALITY:

a. Except as required by law, the existence and terms of this Agreement are confidential and shall not be disclosed or externally discussed by any Party. Notwithstanding the foregoing, upon this Agreement being executed by the Plaintiff and Defendants, if an inquiry is made by the public or any news organization, the Parties may publicly state, in substance, that the above-named civil action that Plaintiffs filed against the Defendants has been settled, and that they will have no comment on the terms of the settlement. The Parties may also disclose the terms of this Agreement (i) to their respective attorneys, accountants, business associates, and insurers, or as otherwise necessary for the preparation and filing of any income tax return or similar filing or (ii) to enforce the terms of this Agreement. The parties will not make any other disclosures concerning the action or the settlement terms except as required by law.

8. MUTUAL RELEASE:

a. In consideration of the undertakings of this Agreement, this mutual release, McCabe's agreement to dismiss the Lawsuit, and other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties their parent companies, members, affiliates, subsidiaries, directors, officers, employees, heirs, agents and assigns hereby

completely and unconditionally release, acquit, and forever discharge each other from any and all claims, potential claims, demands, manner of action and actions, cause and causes of action, suits, debts, liabilities, losses, damages, attorneys' fees, costs, expenses, judgments, settlements, interest, fines, punitive damages and extra-contractual damages of whatever nature, in law or in equity, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, from the beginning of time through the date hereof, that are related to, or arising out of: (a) the Initial RFP process; (b) the Current RFP process; (c) Jersey City's award of the BLS Contract to JCMC; and (d) the claims asserted in the Lawsuit (collectively the "Released Items").

b. Nothing contained in this Section 9, or this Agreement, shall be construed to prevent any of the Parties from: (i) instituting a legal proceeding to enforce the terms of this Agreement; or (ii) asserting claims against each other arising out of third-party claims for professional liability or violations of employment laws. The Parties expressly intend and agree that the release contained herein shall not preclude any party from seeking to enforce the terms of this Agreement.

9. NO ADMISSION OF WRONGDOING:

a. Any action taken or not taken by any Party in connection with this Agreement, does not constitute and/or shall not be deemed to be an admission of fault or liability, such fault and liability being expressly denied. Furthermore, the Parties agree that this Agreement does not constitute an admission by any of them of any of the matters alleged in the Lawsuit or of any violation by them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing, except to the extent the proceeding or litigation is brought to enforce or interpret the terms of this Agreement.

10. COUNTERPARTS:

a. This Agreement may be executed in one or more duplicate counterparts, all of which, when executed, shall be deemed to constitute one original. A facsimile or electronic signature shall be accepted with the same force and effect as that of an original.

11. SECTION HEADINGS:

a. Section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision herein.

12. SEVERABILITY:

a. Should any term or provision of this Agreement be declared illegal, invalid or

unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

13. ENTIRE AGREEMENT:

a. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the parties concerning the subject matter of this Agreement. The Plaintiff acknowledges that it has not relied on any representations, promises or agreements of any kind made to them in connection with their decision to accept the terms of this Agreement, except for the representations, promises and agreements herein.

14. AMENDMENTS:

a. Any modification to this Agreement must be in writing and signed by all Parties.

15. GOVERNING LAW:

a. This Agreement shall be governed by and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.

16. SUCCESSORS AND ASSIGNS:

a. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

17. CONSTRUCTION:

a. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement was drafted with input from all parties and no ambiguities shall be construed against any party.

18. AUTHORIZATION TO ACT:

a. Each person signing this Agreement is authorized to execute this Agreement on their own behalf and on behalf of any person, marital community, or entity for which they have signed the Agreement.

19. CONFLICT:

a. To the extent of any conflict between this Agreement, on the one hand, and the BLS Contract or applicable law on the other hand, the latter shall control.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, affix their signatures hereto:

**McCabe Ambulance
Service, Inc.**

Jersey City Medical Center

By: _____

By: _____

Name: H. Mickey McCabe

Name: Joseph F. Scott

Title: President

Title: President & Chief Executive Officer

Date: July __, 2016

Date: July __, 2016

**CarePoint Health Management
Associates, LLC**

City of Jersey City

By: _____

By: _____

Name: Gary S. Bryant

Name: _____

Title: Executive Vice President & Chief
Financial Officer

Title: _____

Date: July __, 2016

Date: July __, 2016