

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 17, 2016**

7:00 p.m.

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

**ADDED:**

**MATTERS TO BE ACTED UPON:**

- 193-15** Contracts Committee Report re: Mayoral Nomination of Maritza Bond for the Director of Health Position.

AGENDA  
CITY COUNCIL MEETING  
MONDAY, OCTOBER 17, 2016

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: In Recognition of Fallen Bridgeport Police Officer Gerald T. DiJoseph for his Valor, Devotion to Duty and Sacrifice in the line of Duty by the Dedication of a Portion of James Street as “Officer Gerald T. DiJoseph Way”.

Mayoral Proclamation and City Council Citation: Recognizing the Service of Lorrie Stapleton and her Organization “Books 4 Everyone” to the Bridgeport Public Schools and Community.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 20, 2016 (Special Meeting)

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 194-15** Communication from Civil Service re: Proposed Approval of a New Job Classification with LIUNA for an Application Specialist, referred to Miscellaneous Matters Committee.
- 195-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Sheron Bucknor, referred to Miscellaneous Matters Committee.
- 196-15** Communication from Labor Relations & Benefits Administration re: Proposed Administrative Services Agreement with Stirling Benefits, Inc., referred to Contracts Committee.
- 199-15** Communication from City Attorney re: Proposed Sixth Amendment to Stadium License, Management and Operations Agreement with Past Time Partners, LLC., owner of the Bridgeport Bluefish Professional Baseball Team, referred to Contracts Committee.

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

- 197-15** Resolution presented by Council Member Feliciano re: Proposed request that the painting of “Crosswalks” and the Installation of “Warning Signs” be placed at the Intersection of Crescent Avenue and Hallett Street, referred to Board of Police Commissioners.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.  
(CONTINUED):**

- 198-15** Resolution presented by Council Member Feliciano re: Proposed request that the painting of "Crosswalks" and the Installation of "Warning Signs" be placed at the Intersection of East Main Street and Hamilton Street, referred to Board of Police Commissioners.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 17, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Kenny Jackson RYASAP StreetSafe Bpt. 2470 Fairfield Avenue Bridgeport, CT 06605	Introducing city to "StreetSafe Bridgeport" Program.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Finances.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	FOIA request not being responded to.
Sandi Hennequin Bridgeport Energy 10 Atlantic Street Bridgeport, CT 06604	An introduction to Emera Energy and Bridgeport Energy.
Chris Taylor 256 Charles Street, 1 <sup>st</sup> Fl. Bridgeport, CT 06606	Various matters in the city.
Stephen Nelson 24A Stoneridge Road Bridgeport, CT 06606	North End 135 <sup>th</sup> District concerns.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, OCTOBER 17, 2016  
6:30 PM  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT**

**CALL TO ORDER**

Council President McCarthy called the Public Speaking Session to order at 6:39 p.m.

Council President McCarthy explained that six people had signed up in advance with the City Clerk. If one of those who previously signed up was not present, then one of the speakers on the meeting sign up list would be permitted to speak.

**ROLL CALL**

City Clerk Lydia Martinez called the roll.

The following members were present:

- 130<sup>th</sup> District: Scott Burns
- 131<sup>st</sup> District: Jack O. Banta, Denese Taylor-Moye
- 132<sup>nd</sup> District: John Olson
- 133<sup>rd</sup> District: Thomas McCarthy, Jeanette Herron
- 134<sup>th</sup> District: AmyMarie Vizzo-Paniccia, Michelle Lyons
- 135<sup>th</sup> District: Mary McBride-Lee,
- 136<sup>th</sup> District: Jose Casco, Alfredo Castillo
- 137<sup>th</sup> District: Aidee Nieves, Milta Feliciano
- 138<sup>th</sup> District: Anthony Paoletto
- 139<sup>th</sup> District: Eneida Martinez, James Holloway

A quorum was present.

Council President McCarthy announced that Council Member Bukovsky was out of town and Council Member Martinez was ill.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 17, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

RECEIVED  
CITY CLERK'S OFFICE  
2016 OCT 20 P 2:28  
ATTEST  
CITY CLERK

**NAME**

**SUBJECT**

**Kenny Jackson**  
RYASAP StreetSafe Bpt.  
2470 Fairfield Avenue  
Bridgeport, CT 06605

Introducing city to "StreetSafe Bridgeport"  
Program.

Mr. Jackson came forward with four other individuals from Second Chance to speak about how RYSAP Anti-violence program has affected their lives. The group will be starting a program at Bassick High School in the near future.

*Council Member Salter and Council Member Smith joined the meeting at a 6:40 p.m.*

Mr. Jackson said that the City was crying out to know who represents them and to establish relationships. He said that they would be sitting down with the Council Members to tell them more about the program. St. Vincent's now calls the team in when there is a shooting to help provide support. There are gaps in the City that are now being closed. It will be important to sit down with the Council Members to establish relationships and for the team to help the various Districts. Together the Council and the "StreetSafe Bridgeport" team can make this happen.

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

City Finances.

Mr. Lee came forward and made the following statement:

City Council members.....

What would you call an employee in a butcher shop that rested his thumb on a scale that adds weight to your sales slip but nothing to the content you were purchasing? A cheat? You got a shorted package but paid the full price.

What would you term an athletic event that allowed your competitors to gain an advantage (a shorter distance, an earlier start, etc.) over you that will have a significant difference in limiting your results, despite your best efforts and training? Crooked, rigged or fixed? How do you feel about such Rosy Ruiz "marathon moments"?

When the State asks parents to enter children of a certain age into public schools promising a safe place, providing professional instruction and staffing appropriate to urban challenges, will you, as representatives of all the constituents in the City see that need and expectation being met, or not? What should the public call each of you as the 20 members of the City Council who pretend to understand City finances when they vote on an annual budget but fail to reasonably monitor the public revenues and spending subsequently? Let's defer an answer on that for a moment.....

Several of you are employed within or have another close relation with City schools. You know the BOE budget no doubt and remember that the school budget was reported \$15.1 Million in

excess of City and State revenues just to meet increases in normal costs. You probably understand that over 170 positions had to be cut overall? You may know that at a pre-k to 8 school there is one guidance counselor for 1130 students, less than 25% of what is recommended and only 1.4 Social worker? And do you remember my words about how 47 Kindergarten paraprofessionals are missing from the day in and day out formal and regular experience of perhaps 30% of kindergarten students who come to school without knowing alphabet letters or symbol sounds? If they don't move up a full grade this year for want of patient, skilled and focused instruction, when will that youth learn to read? When will they understand problems in math, and projects in science? How will they advance as far as God given gifts permit without you providing a fair start to their literacy ability?

Again, I share with you the fact that the "corrected" August MFR (monthly financial report) shows a \$6.6 Million surplus in the Sales Tax sharing funds from the State of CT for the first time this year. More than 10% of the school year is behind us, but young minds are flexible and adaptable when faced with smart educators who care. Give all of the kids of Bridgeport this opening fair start with all of their "brothers and sisters" in other communities who have enjoyed quality pre-K experiences, family support in terms of reading materials at home, family members to read the riches of print material, and conversation and vocabulary to advance the words stored and comprehended by young minds. Give a fair start to all!!

The surplus variance of \$6.6 Million is available on the Revenue side. Ask Finance Director Flatto to repair the errors in the Police report on the Appropriations side. In fact, perhaps Budget Director Nestor Nkwo might be asked to present you with a Police budget that identifies the exact number of FT officers and non-sworn personnel being budgeted? And the exact number of months they will serve? And provide hard numbers on internal overtime and external overtime, based on past experience and known adjustments? That is not what you have in front of you. Why was this not what was presented last spring? If it is not open, accountable, transparent and honest, please direct him to make it that way for your comprehension.

Will you act on this transfer of funds immediately? These 47 paraprofessionals are the highest priority on the Superintendent's Budget Cut list for the 2016-17 year. Will you ignore this moment and let narratives about credit agencies and other Mayoral ideas, influence your decision to ignore this injustice? Will you provide your constituents with one or two explanations why you hesitated to help those Kindergarten students and forced them to a lesser place in the education line at the beginning of their career journey? Will the public look at you as heroes, or not? Time will tell.

**Cecil C. Young**  
99 Carroll Avenue  
Bridgeport, CT 06607

FOIA request not being responded to.

Mr. Young came forward to address the Council. He spoke about a number of issues regarding his FOIA requests and stated that he deserved to be heard. He displayed a large print copy of a document. Mr. Young said that he had been in contact with the Labor Board regarding this. It is a shame and a disgrace that this situation has gone on as long as it has. He also said that Council President McCarthy should be ashamed of himself. He repeated that he has a right to be heard

City of Bridgeport  
City Council  
Regular Meeting  
October 17, 2016

twice. All people should be treated equally. Mr. Young displayed another, larger display of documents and said that Council President McCarthy's day was coming.

**Sandi Hennequin**  
Bridgeport Energy  
10 Atlantic Street  
Bridgeport, CT 06604

An introduction to Emera Energy and  
Bridgeport Energy.

Ms. Hennequin came forward and explained that her company owns a power plant. She said that the company wanted to introduce themselves to the Council Members and would love to have the Council Members come to the energy plant for a tour.

Mr. Rick Bolderi came forward to speak about the plant and give an overview of the operations. He encouraged everyone to come over and find out how the energy is produced at the plant and spoke briefly about the process.

**Chris Taylor**  
256 Charles Street, 1st Fl.  
Bridgeport, CT 06606

Various matters in the city.

Mr. Chris Taylor came forward to address the Council. He said that he had been attending the Council Meetings for about 8 months. One thing he has not heard is anyone say was "Thank you". Previously he thought the Council Members were paid, but has since found out they only get a stipend. People come up and complain, ask for more money or talk about other things, but they don't thank the Council Members for the time and the effort they put into the City.

**Stephen Nelson**  
24A Stoneridge Road  
Bridgeport, CT 06606

North End 135th District concerns.

Council President McCarthy called Mr. Nelson forward. There was no response. He called Mr. Nelson's name two more times with no response. Council President McCarthy then announced that Mr. John Lewis was the first speaker on the sign up list.

**Mr. John Lewis**  
Bridgeport, CT

Mr. Lewis came forward and said that he had worked on the Mayor's Conservation Program. A Ms. Young came forward with Mr. Lewis to briefly speak about the home-owners loan program and how that helped City residents.

Mr. Lewis spoke about program and mentioned that there were 41 people who were in need and the program had been able to help. He requested permission to distribute some documentation for the Council Members.

**ADJOURNMENT**

Council President McCarthy closed the public speaking at 7:05 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, OCTOER 17, 2016**

**7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace**

**Bridgeport, Connecticut**

**CALL TO ORDER.**

Council President McCarthy called the meeting to order at 7:49 p.m.

**PRAYER**

Council President McCarthy requested Council Member McBride-Lee lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Council President McCarthy requested that Atty. John Mitola lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

City Clerk Lydia Martinez called the roll.

The following members were present:

130<sup>th</sup> District: Scott Burns  
131<sup>st</sup> District: Jack O. Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: John Olson  
133<sup>rd</sup> District: Thomas McCarthy, Jeanette Herron  
134<sup>th</sup> District: Michelle Lyons, Amy Marie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee, Richard Salter  
136<sup>th</sup> District: Alfredo Castillo, Jose Casco  
137<sup>th</sup> District: Aidee Nieves, Milta Feliciano  
138<sup>th</sup> District: Anthony Paoletto, Nessah Smith  
139<sup>th</sup> District: Eneida Martinez, James Holloway

Council President McCarthy announced that the Mayor was out of town.

Council President McCarthy also recognized Mr. John Brannelly, a former Council Member and Council President, who was in the audience.

Council Member Lyons then announced the details of the first annual American Cancer Society Making Strides Against Breast Cancer Walk. October is Breast Cancer Awareness Month and Bridgeport is raising awareness by hosting the walk at the Seaside Park to encourage early detection. The walk is scheduled to take place on Sunday, October 23, 2016 starting at 9:00 a.m. at the Casino Bath House in Bridgeport's Seaside Park.

**Mayoral Proclamation and City Council Citation: In Recognition of Fallen Bridgeport Police Officer Gerald T. DiJoseph for his Valor, Devotion to Duty and Sacrifice in the line of Duty by the Dedication of a Portion of James Street as "Officer Gerald T. DiJoseph Way".**

Council President McCarthy then requested the family of the late Police Officer Gerald T. DiJoseph to come forward for recognition.

Council Member Banta said that he would like to thank all the Police Officers who were out there. He pointed out that if it was not for the police, people would not have any means to deal with many situations. He thanked the family for Officer DiJoseph's sacrifice.

Council President McCarthy then read the Mayoral Proclamation and the Council Proclamation.

*Council Member Brantley joined the meeting at 7:20 p.m.*

Council President McCarthy then requested a moment of silence in memory of Officer DiJoseph who was killed in 1980 during a traffic stop.

**Mayoral Proclamation and City Council Citation: Recognizing the Service of Lorrie Stapleton and her Organization "Books 4 Everyone" to the Bridgeport Public Schools and Community.**

Council President McCarthy then requested Ms. Lorrie Stapleton come forward. Council Member Casco then thanked Ms. Stapleton for providing 36,000 books for the Bridgeport school children. Council Member McBride-Lee thanked Ms. Stapleton for providing books for many of the Bridgeport students.

Council President McCarthy then read the Mayoral Proclamation and the Council Proclamation.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: September 20, 2016 (Special Meeting)**

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE MINUTES OF SEPTEMBER 20, 2016 SPECIAL MEETING.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 20, 2016 SPECIAL MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER HERRON MOVED TO COMBINE THE FOLLOWING COMMUNICATIONS TO BE REFERRED TO COMMITTEES WITH RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**194-15 COMMUNICATION FROM CIVIL SERVICE RE: PROPOSED APPROVAL OF A NEW JOB CLASSIFICATION WITH LIUNA FOR AN APPLICATION SPECIALIST, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**195-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH SHERON BUCKNOR, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**196-15 COMMUNICATION FROM LABOR RELATIONS & BENEFITS ADMINISTRATION RE: PROPOSED ADMINISTRATIVE SERVICES AGREEMENT WITH STIRLING BENEFITS, INC., REFERRED TO CONTRACTS COMMITTEE.**

**199-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SIXTH AMENDMENT TO STADIUM LICENSE, MANAGEMENT AND OPERATIONS AGREEMENT WITH PAST TIME PARTNERS, LLC. OWNER OF THE BRIDGEPORT BLUEFISH PROFESSIONAL BASEBALL TEAM, REFERRED TO CONTRACTS COMMITTEE.**

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

**197-15 RESOLUTION PRESENTED BY COUNCIL MEMBER FELICIANO RE: PROPOSED REQUEST THAT THE PAINTING OF "CROSSWALKS" AND THE INSTALLATION OF "WARNING SIGNS" BE PLACED AT THE INTERSECTION OF CRESCENT AVENUE AND HALLETT STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.  
(CONTINUED):**

**198-15 RESOLUTION PRESENTED BY COUNCIL MEMBER FELICIANO RE: PROPOSED REQUEST THAT THE PAINTING OF "CROSSWALKS" AND THE INSTALLATION OF "WARNING SIGNS" BE PLACED AT THE INTERSECTION OF EAST MAIN STREET AND HAMILTON STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

**AND TO REFER THEM TO THE APPROPRIATE COMMITTEES.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON:**

**193-15 Contracts Committee Report re: Mayoral Nomination of Maritza Bond for the Director of Health Position.**

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE ITEM.**

**\*\* COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Herron stated that while she would be voting in favor of this nomination, she had concerns about the fact that the City was not hiring a Bridgeport resident for the position. She said that the Civil Service Department would be reviewing their policies regarding this.

Council Member Banta said that he had arrived at the meeting with the intention of not voting in favor of the nomination, but Ms. Bond had come forward and answered all the questions that she was asked. He mentioned that the City Attorney was also present and answered questions, but pointed out that this is the type of situation where the Council needs to have their own attorney available for direction. Having said that, Council Member Banta welcomed Ms. Bond aboard.

**\*\* THE MOTION PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, BANTA, TAYLOR-MOYE, BRANTLEY, OLSON, HERRON, LYONS, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, SMITH, MARTINEZ AND HOLLOWAY); ONE (1) OPPOSED (VIZZO-PANICCIA) AND ONE (1) ABSTENTION (FELICIANO).**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES TO ADD SIX ITEMS REGARDING THE APPOINTMENTS AND RE-APPOINTMENTS TO THE BRIDGEPORT LIBRARY BOARD OF DIRECTORS.**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Feliciano asked why only six Board Members were being referred and not all nine. Council President McCarthy said that was a question that should be discussed in Committee and this was a motion to suspend the rules to refer the appointments to the Miscellaneous Matters Committee.

Council Member McBride-Lee asked about the fact that these appointments are being brought before the Council. Council President McCarthy reminded everyone that the motion on the floor was to suspend the rules to add items that would refer the appointments to the Miscellaneous Matters Committee for discussion. He added that previously in the past, the Council had approved Library Board Members and that there was a November 23rd deadline date for this item to be done.

City Attorney Meyer came forward and explained that there is a trust fund involved with the Library and if the approvals are not handled in a timely manner, the Library could lose five years worth of funding. He reminded everyone that the Library Board is a self-appointing Board.

Council Member Taylor-Moye asked for clarification on the votes, which Council President McCarthy reviewed with her.

Council Member Casco asked why this has not been done before. A brief discussion followed. Council Member Martinez stated that it was critical to allow the vote to refer the appointments to the Miscellaneous Matters Committee to go forward and hold the discussion about the appointments in Committee.

**\*\* THE MOTION TO SUSPEND THE RULES TO ADD SIX ITEMS REGARDING THE APPOINTMENTS AND RE-APPOINTMENTS TO THE BRIDGEPORT LIBRARY BOARD OF DIRECTORS PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE PROPOSED LIBRARY BOARD OF DIRECTORS REAPPOINTMENT OF THE HONORABLE JUDGE WILLIAM HOLDEN TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #204-15)**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE PROPOSED LIBRARY BOARD OF DIRECTORS APPOINTMENT OF MS. KENYA OSBORNE-GRANT TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #202-15)**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE PROPOSED LIBRARY BOARD OF DIRECTORS APPOINTMENT OF MR. DONALD W. GREENBERG TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #201-15)**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE PROPOSED LIBRARY BOARD OF DIRECTORS APPOINTMENT OF MS. ROSALINA ROMAN CHRISTY TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #200-15)**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE PROPOSED LIBRARY BOARD OF DIRECTORS APPOINTMENT OF MS. PHYLICIA R. BROWN TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #205-15)**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER THE PROPOSED LIBRARY BOARD OF DIRECTORS REAPPOINTMENT OF MR. JAMES E. O'DONNELL TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #203-15)**

**\*\* COUNCIL MEMBER OLSON MOVED TO SUSPEND THE RULES TO ADD AN ITEM REGARDING A RESOLUTION REGARDING THE BRIDGEPORT BOARD OF EDUCATION.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER OLSON MOVED REFER THE FOLLOWING RESOLUTION TO THE EDUCATION COMMITTEE:**

**RESOLUTION BY THE BRIDGEPORT CITY COUNCIL EDUCATION AND CITY SERVICES COMMITTEE, OCTOBER 16, 2016.**

**WHEREAS THE EIGHT MEMBERS OF THE BRIDGEPORT BOARD OF EDUCATION (BBOE) ARE EQUALLY DIVIDED INTO TWO FACTIONS, AND**

**WHEREAS ONE OF THE FACTIONS REFUSES TO MEET WITH THE OTHER FACTION UNTIL A MEMBER OF THAT FACTION RESIGNS, AND**

**WHEREAS BECAUSE OF THIS DISPUTE THE BBOE IS UNABLE TO FULFILL ITS MISSION,**

**NOW BE IT RESOLVED THAT THE BRIDGEPORT CITY COUNCIL, DEEPLY DISAPPOINTED WITH THE CONDUCT OF THE BBOE MEMBERS, CALLS UPON THE EIGHT MEMBERS TO MEET TOGETHER TO FULFILL THEIR DULY SWORN MISSION TO SERVE THE STUDENTS, FACULTY AND EMPLOYEES OF THE PUBLIC SCHOOLS OF THE CITY OF BRIDGEPORT, CT.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #206-15)**

**\*\* COUNCIL MEMBER CASCO MOVED TO RECONSIDER AGENDA ITEM 126-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE RECONSTITUTION OF THE BRIDGEPORT PUBLIC LIBRARY BOARD OF DIRECTORS.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

Council Member Olson stated that the City Attorney had informed him that the City Council does not have the right to dissolve the Bridgeport Library Board.

Council Member Vizzo-Paniccia explained that the item has been submitted some time ago, but the Committee was not able to assemble a quorum. Discussion followed.

Council President McCarthy reminded everyone that the motion on the floor was to reconsider the previous vote taken on October 3, 2016 and not to vote on the actual issue.

A roll call vote was requested.

**\*\* THE MOTION TO RECONSIDER AGENDA ITEM 126-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE RECONSTITUTION OF THE BRIDGEPORT PUBLIC LIBRARY BOARD OF DIRECTORS PASSED WITH TWELVE (12) IN FAVOR (BANTA, MCCARTHY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO NIEVES, FELICIANO PAOLETTO, SMITH, AND MARTINEZ) AND SEVEN (7) AGAINST (BURNS, TAYLOR-MOYE, BRANTLEY, OLSON, LYONS, VIZZO-PANICCIA, AND HOLLOWAY).**

**\*\* COUNCIL MEMBER CASCO MOVED TO REFER AGENDA ITEM 126-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE RECONSTITUTION OF THE BRIDGEPORT PUBLIC LIBRARY BOARD OF DIRECTORS BACK TO THE MISCELLANEOUS MATTERS COMMITTEE.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

Council Member Olson restated that the City Attorney had informed him that the City Council does not have the right to dissolve the Bridgeport Library Board.

A roll call vote was requested.

**\*\* THE MOTION TO REFER AGENDA ITEM 126-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE RECONSTITUTION OF THE BRIDGEPORT PUBLIC LIBRARY BOARD OF DIRECTORS TO THE MISCELLANEOUS MATTERS COMMITTEE PASSED WITH TWELVE (12) IN FAVOR (BANTA, MCCARTHY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO NIEVES, FELICIANO PAOLETTO, SMITH, AND MARTINEZ) AND SEVEN (7) AGAINST (BURNS, TAYLOR-MOYE, BRANTLEY, OLSON, LYONS, VIZZO-PANICCIA, AND HOLLOWAY).**

#### ADJOURNMENT

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED.**

**\*\* THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services



*CITY OF BRIDGEPORT, CONNECTICUT*  
**CIVIL SERVICE COMMISSION**

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

COMM. #194-15 Ref'd to Miscellaneous Matters  
on 10/17/2016

Commissioners  
LEONOR GUEDES  
President

DAVID J. DUNN  
Personnel Director

T. WALTER PLUMMER-Vice Pres.  
SALVATORE V. EMANUEL, JR.  
RICHARD P. RODGERS  
MELVA FALBERG

**MEMORANDUM**

TO: Lydia Martinez, City Clerk  
Frances Ortiz, Assistant City Clerk

FROM: David Dunn 

DATE: October 4, 2016

SUBJECT: Application Specialist

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Please see the attached documents regarding the new competitive job classification of Application Specialist, with the salary of \$65,000.

The Civil Service Commission unanimously approved this new classification on July 12, 2016.

Please put this matter on the agenda for the next Council meeting.

Thank you.

/djb

cc: Adam Heller

Attachments: Minutes from July 12, 2016 Civil Service Commission Meeting (please reference #7)  
Job Description

RECEIVED  
CITY CLERK'S OFFICE  
2016 OCT -7 A 10:41  
ATTEST  
CITY CLERK

# CIVIL SERVICE COMMISSION REGULAR MEETING

July 12, 2016 at 2:00 p.m.

City Hall, 45 Lyon Terrace, Bridgeport, CT 06604  
Wheeler Rooms A and B

## MINUTES.

Commissioner Plummer called the regular meeting of the Civil Service Commission to order at 2:15 p.m. Present were Commissioners Rodgers, Emanuel and Falberg; Personnel Director David Dunn; Clerk to the Commission Deborah Brelsford; Deputy Police Chief James Honis; Mr. Robert Hammond, Custodial Supervisor; Mr. Adam Heller, Information Technology Services Director; Mr. Pierre Valentin, Mr. Mitchell Murphy, Mr. Jason Reid, Atty. John Bochanis, Mr. Tyren Jackson; Bridgeport Police Officer Adrian Elem, Mr. Gilbert Velez.

### **1. Meeting Minutes**

The minutes from the regular monthly Civil Service Commission meeting on June 14, 2016 were submitted for review. In addition, the Minutes from the special meetings regarding Police Officer #2330 appeals on June 9, June 16, June 28 and, and 29, 2016 were also submitted for review.

**\*\* COMMISSIONER EMANUEL MOVED THE MINUTES FROM THE JUNE 14, 2016 MEETING ALONG WITH THE SPECIAL MEETING MINUTES FROM JUNE 9, JUNE 16, JUNE 28 AND JUNE 29, 2016.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

### **2. Vacancy Report**

Mr. Dunn stated that there were no items on the Vacancy Report this month. He said that there would be an update for the Commission in August.

### **3. Merit Increases**

Mr. Dunn stated that there were no items for Merit Increases this month. He said that there would be an update for the Commission in August.

### **4. Permanent Appointments**

Mr. Dunn stated that there were no items for Permanent Appointments this month. He said that there would be an update for the Commission in August.

### **5. Request for Waiver**

The Commission has received a request for waiver from Mr. David Viertel regarding entry level Police Officer examination #2330.

**\*\* COMMISSIONER EMANUEL MOVED TO GRANT THE REQUEST FOR WAIVER FROM MR. DAVID VIERTEL REGARDING ENTRY LEVEL POLICE OFFICER EXAMINATION #2330 UNTIL HIS RETURN FROM MILITARY ORDERS IN FEBRUARY 2017.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**6. Creation of position: Facilities Maintenance Supervisor**

The Commission has been asked by Mr. Robert Hammond, Custodial Supervisor, to create a new position, Facilities Maintenance Supervisor.

Mr. Hammond came forward and greeted the Commissioners. He reviewed the details of the position and said that it would have more responsibility than a Custodian IV position. This is a move to work smarter rather than harder.

Mr. Dunn gave an overview of the current responsibilities and pointed out that the cleaning process has changed over the years. The BOE will most likely remain the same in terms of structure, but on the City side, the cleaning requirements are not as extensive as they used to be. This is a request to consolidate the positions and the new position would be a promotional position. There is still preliminary work to be done. Mr. Dunn said that the idea was mentioned last month during the discussions on the Custodian IV exam. Next month, there will be more paperwork and background available. This is a NAGE position that would have to be reclassified and moved into the Supervisor's Union. Discussion followed about the details.

**\*\* COMMISSIONER RODGERS MOVED TO TABLE THE CREATION OF POSITION: FACILITIES MAINTENANCE SUPERVISOR UNTIL FURTHER NOTICE.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**7. Creation of position: Application Specialist**

Mr. Adam Heller, Information Technology Services Director, has requested the creation of a new position, Application Specialist.

Mr. Heller, the IT Department Director, came forward and greeted the Commission. He said that this new staff position would insure that the employees are utilizing the new equipment and software that the City purchases and also maintain the new equipment. This will also include supporting digital off site applications. He said that the department needs to have an additional staff member. When asked, he explained that this position would be a lateral move for someone currently on staff. Discussion followed about the qualifications. This position is competitive and would most likely be in LIUNA like the other ITS job classifications. It will pay \$65,000.

**\*\* COMMISSIONER EMANUEL MOVED TO GRANT THE REQUEST FROM MR. ADAM HELLER, THE INFORMATION TECHNOLOGY SERVICES DIRECTOR FOR A NEW POSITION, APPLICATION SPECIALIST.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**8. Appeal - Police Officer #2330 – Ms. Yisela Zuluaga**

Ms. Zuluaga was disqualified from the Police Officer process on November 16, 2015. Her appeal request was 7 months beyond the 30 day request period.

Mr. Dunn gave a brief overview and said that the appeal request was received seven months after the 30 day appeal period. Ms. Zuluaga was not present.

**\*\* COMMISSIONER EMANUEL MOVED TO DENY THE APPEAL REQUEST FROM MS. YISELA ZULUAGA.**

**\*\* COMMISSIONER RODGERS SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**9. Appeal - Police Officer #2330 – Mr. Pierre Valentin**

The Commission has received a request for appeal from Mr. Pierre Valentin regarding his disqualification from entry level Police Officer examination #2330 due to appearing late for the April 20, 2016 orientation with the Office of Internal Affairs.

Mr. Pierre Valentin came forward and said that he had been tardy for the orientation class due to the parking situation. He said that he hadn't been aware of needing change for the meter. He said that he would like to continue the process. Mr. Dunn pointed out that the current class was too far advanced to add Mr. Valentin in now. He may join the next class.

**\*\* COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO GRANT THE APPEAL.**

**COMMISSIONER FALBERG VOTED TO GRANT THE APPEAL.**

**COMMISSIONER EMANUEL VOTED TO GRANT THE APPEAL.**

**\*\* THE COMMISSION UNANIMOUSLY GRANTED THE APPEAL REQUEST FROM MR. PIERRE VALENTIN REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330 DUE TO APPEARING LATE FOR THE APRIL 20, 2016 ORIENTATION WITH THE OFFICE OF INTERNAL AFFAIRS.**

**10. Appeal - Police Officer #2330 – Mr. Mitchell Murphy**

The Commission has received a request for appeal from Mr. Mitchell Murphy regarding his disqualification based on habits and conduct from entry level Police Officer examination #2330. Mr. Murphy's appeal was previously scheduled to be heard on April

28. 2016 and per his request it has been rescheduled. Therefore, there will not be any further rescheduling should Mr. Murphy fail to appear.

Mr. Mitchell said that he would like to have a public hearing. Mr. Dunn gave a brief overview of the situation. Mr. Dunn said that the report was prepared by Sgt. John Burke, who was not able to be present today.

### RECESS

Commissioner Bishop announced a recess at 2:45 p.m. He reconvened the meeting at 2:46 p.m.

Mr. Dunn reviewed the concerns highlighted in Sgt. Burke's report. Copies of the polygraph were distributed to the Commissioners for their review.

Deputy Police Chief Honis said that OIA had found discrepancies in the answers given to OIA and the information that was collected during the background check. Deputy Police Chief Honis said this indicated there were problems.

Mr. Murphy said that the Navy recruiter had gone out of his way to recruit him and he was not aware that the military was monitoring his financial debt. He pointed out that he was honorably discharged.

Mr. Murphy explained that there was only one alcohol related incident in 2003 and he was told to take classes, which he did. He said that this incident occurred while he was in the military and that was when he was arrested by the Montville police. There was only one incident, not two incidents.

Mr. Murphy said that previously the military did not allow former service members to obtain their records. When he did find out that they could be accessed via the Internet, he gave the information to Sgt. Burke.

He stated that he was making payments to the IRS and also making his child support payments. He said that he had filed a Chapter 7 bankruptcy in the past. Mr. Murphy said that he had been living in Bridgeport for 15 years. He said that he has been driving tractor trailers for the last year.

Deputy Police Chief Honis had some questions about Mr. Murphy's driving record. Mr. Murphy admitted that his CDL still listed his address as Truman Street, but he had been living on Sunshine Circle for more than five months. He said that he had been too busy with his job to change his address with the Department of Motor Vehicles.

Mr. Murphy said that he had failed one attempt to join the New Haven Police because he failed a physical exam. However, on his second attempt, he passed the physical and was placed on the candidate list.

Commissioner Plummer stated that Mr. Murphy's letter requesting his appeal said that he disagreed with the vetting process. Mr. Murphy pointed out that he had passed two polygraph tests, the recent one and one that was more than 10 years ago.

**\*\* COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO DENY THE APPEAL.  
COMMISSIONER FALBERG VOTED TO DENY THE APPEAL.  
COMMISSIONER EMANUEL VOTED TO DENY THE APPEAL.**

**\*\* THE COMMISSION UNANIMOUSLY DENIED THE APPEAL REQUEST FROM MR. MITCHELL MURPHY REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

**11. Appeal - Police Officer #2330 – Mr. Jason Reid**

The Commission has received a request for appeal from Mr. Jason Reid regarding his disqualification from entry level Police Officer examination #2330. Mr. Reid's appeal was previously scheduled for June 29, 2016; however, he requested it be rescheduled because he was out of state, attending his stepfather's funeral. Therefore, there will not be any further rescheduling should Mr. Reid fail to appear.

Mr. Reid came forward and requested that his appeal be held in Executive Session.

**\*\* COMMISSIONER EMANUEL MOVED TO ENTER INTO EXECUTIVE SESSION.**

**\*\* COMMISSIONER ROGERS SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The Commissioners, Deputy Police Chief Honis, Mr. Dunn, and Ms. Brelsford entered into Executive Session at 3:25 p.m. They returned to public session at 3:35 p.m.

**\*\* COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO DENY THE APPEAL.  
COMMISSIONER FALBERG VOTED TO DENY THE APPEAL.  
COMMISSIONER EMANUEL VOTED TO DENY THE APPEAL.**

**\*\* THE COMMISSION UNANIMOUSLY DENIED THE APPEAL REQUEST FROM MR. JASON REID REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

**12. Appeal - Police Officer #2330 – Mr. Thomas Naples.**

The Commission has received a request for appeal from Mr. Thomas Naples regarding his disqualification based on habits and conduct from entry level Police Officer examination #2330. Mr. Naples contacted Civil Service that morning to say that he was unable to attend the hearing because of his job.

**\*\* COMMISSIONER RODGERS MOVED TO TABLE THE APPEAL FROM MR. THOMAS NAPLES REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330 PENDING A CALL FROM MR. NAPLES' ATTORNEY.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**13. Appeal - Police Officer #2330 – Mr. Tyren Jackson.**

The Commission has received a request for appeal from Mr. Tyren Jackson regarding his disqualification from entry level Police Officer examination #2330. Mr. Jackson is represented by Atty. John Bochanis.

Commissioner Plummer announced that he was related to the character witness, Bridgeport Police Officer Elam, and therefore would recuse himself from voting on the matter but would continue to chair the appeal request.

Mr. Jackson requested his appeal be held in Executive Session.

**\*\* COMMISSIONER EMANUEL MOVED TO ENTER INTO EXECUTIVE SESSION.**

**\*\* COMMISSIONER ROGERS SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The Commissioners, Mr. Dunn, Ms. Brelsford, Deputy Police Chief Honis, Atty. John Bochanis, Mr. Jackson, and Bridgeport Police Officer Elem entered into Executive Session at 3:39 p.m. They returned to public session at 4:15 p.m.

**\*\* COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO DENY THE APPEAL.  
COMMISSIONER FALBERG VOTED TO DENY THE APPEAL.  
COMMISSIONER EMANUEL VOTED TO DENY THE APPEAL.**

**\*\* THE COMMISSION DENIED THE APPEAL REQUEST FROM MR. TYREN JACKSON REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

**\*\* COMMISSIONER EMANUEL MOVED TO AMEND THE AGENDA TO ADD AN ITEM REGARDING A REQUEST FROM MS. ADRIANA REYES WHO HAD BEEN GRANTED A YEAR WAIVER FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

Mr. Dunn gave a brief overview of the situation and said that the reason for the waiver was no longer applicable.

**\*\* COMMISSIONER EMANUEL MOVED TO GRANT THE REQUEST FROM MS. ADRIANA REYES TO REMOVE HER NAME FROM THE WAIVER LIST AND PLACE HER NAME ON THE ACTIVE LIST.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**Legal Report –**

There was no report at this time.

**Personnel Director's Report -**

Mr. Dunn reminded the Commissioners that he would be taking vacation from July 14th through July 22 as previously discussed.

The Fire Department is processing the candidates. Mr. Dunn said he expects and to hire 24 candidates in order to make up a class for the Fire Academy.

Mr. Dunn introduced Mr. Gilbert Velez, who passed the test to become a Custodian IV and is now working at Read School, to the Commissioners.

**ADJOURNMENT.**

**\*\* COMMISSIONER EMANUEL MOVED TO ADJOURN.**

**\*\* COMMISSIONER FALBERG SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The July 12, 2016 regularly monthly meeting of the Civil Service Commission adjourned 4:25 p.m.

Respectfully submitted,

S. L. Soltes

Telesco Secretarial Services

**City of Bridgeport**  
**Information Technology Services**  
**Job Description**

**Application Specialist**

**Union Affiliation: LIUNA**

**GENERAL STATEMENT OF DUTIES**

This position is responsible for software development, implementation, and support of municipal enterprise application systems under direction of the Enterprise Services Manager. Determines the requirements and specifications for upgrading existing applications and deployment of new applications. Periodically evaluates, reviews, and analyzes current municipal applications to ensure that these systems continue meet functional requirements.

Responsibilities of this position include, but are not limited to the application systems for the Emergency Communications Center, Emergency Operations Center, Police department and Fire department.

Interacts with the application users, vendors and ITS support division personnel as required.

**SUPERVISION RECEIVED:**

Reports to the Enterprise Services Manager

**ILLUSTRATIVE DUTIES:**

1. Analyzes, designs, tests, deploys and supports the applications systems, such as 911 dispatch, fire department management, security cameras management, financial, taxes, assessment and human resources management.
2. Looks for ways to integrate municipal applications and improve the current applications architecture.
3. Tracks applications lifecycle and assists with planning applications upgrades.
4. Responsible for software development such as the development of Microsoft Office applications, mobile iOS and Android applications, Business Intelligence applications such as Microsoft SQL, Microsoft Sharepoint and Oracle BI Publisher.
5. Works with Server Specialist and Support Specialists to install, configure and troubleshoot server and PC based applications.
6. Works with Data and Network Architects by following data and network standards.
7. Monitors applications performance, utilization, business continuity and disaster recovery.
8. Monitors software licensing inventory to assure licensing compliance.
9. Works with vendors to insure proper implementation of applications systems.

10. Performs applications analysis and planning; interacts with vendors, application users and other members of the Enterprise team to determine application requirements; researches and recommends new applications.
11. Visits application users' workplaces or conducts surveys to determine present and future user needs and making purchase requirements.
12. Identifies areas of operation that need new or upgraded applications. Develops and writes procedures for installation, use and troubleshooting of the application systems.
13. Implements and monitors applications security and confidentiality measures.
14. Reads technical manuals, brochures and technical magazines to determine application systems requirements and keep up with the changes in the application development and information technology.
15. Adapts, modifies and documents existing software to meet specific needs.
16. Assists users to diagnose and solve application systems problems.
17. Requires ability to provide guidance and expert advice to management or other groups on application systems or related topics.
18. Requires no supervising of staff, some training of staff for procedures.

Other Duties: May work or be assigned on special projects defined by the Director of ITS.

## **KNOWLEDGE, SKILL AND ABILITIES:**

### **KNOWLEDGE AND SKILLS**

Associates Degree in computer science or related field required; Computer programming certifications a plus.

- Requires a minimum of 7 years in an IT environment with at least 5 years of the experience in computer programming and analysis.
- Extensive knowledge of Microsoft Windows software, servers, applications and programming, Microsoft's Office software products and applications.
- Requires extensive knowledge of the software quality control.
- Extensive knowledge of principles and processes for providing customer service, including customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology.
- Comprehensive knowledge of computer programming languages
- Knowledge of principles, theories, and practices of computer science
- Knowledge of application systems maintenance methods and techniques
- Requires good communication skills, both written and oral, and the ability to establish working relationships with supervisors, peers and subordinates.

## **ABILITIES**

- Deal with people in a manner which shows sensitivity, tact, and professionalism
- Make a decision or solve a problem by using logic to identify key facts, explore alternatives, and propose quality solutions
- Evaluate information against a set of standards
- Communicate information and ideas clearly, and concisely, in writing; read and understand information presented in writing
- Train or instruct in computing systems processes and programs for the City of Bridgeport employees.
- Analyze computer systems (i.e., software)
- Install computer systems to meet specifications
- Coordinate computer systems and application design
- Use, upgrade and support City or City Department-specific software applications
- Test software using appropriate methodology and techniques
- Enter, transcribe, record, store, or maintain information in either written or electronic form
- Proficiently use Microsoft Office software such as Project, Visio, Excel, Word and Access.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities and qualifications that comprise this position.

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

Mark T. Anastasi  
Richard G. Kaszak, Jr.  
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Russell D. Liskov  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Ronald J. Pacacha  
Lisa R. Trachtenburg  
Tyisha S. Toms



ASSISTANT CITY ATTORNEYS

Tamara Titre  
Eroll V. Skyers  
Telephone (203) 576-7647  
Facsimile (203) 576-8252

COMM. #195-15 Ref'd to Miscellaneous Matters Committee  
on 10/17/2016

October 6, 2016

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

RECEIVED  
CITY CLERK'S OFFICE  
2016 OCT 11 A 11:43  
ATTEST  
CITY CLERK

**Re: Proposed Settlement of Pending Litigation in the Matter of  
Sheron Bucknor v. City of Bridgeport  
Docket No. FBT-CV-14-6044437-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>
Sheron Bucknor	Personal Injury	Thomas Virgulto, Esq.	\$ 90,000.00

Kindly place this matter on the agenda for the City Council meeting on October 17, 2016 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  
Amanda Keppler, Paralegal



*City of Bridgeport*  
*Labor Relations and Benefits Administration*

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

*Joseph P. Ganim*  
*Mayor*

*Janene Hawkins*  
*Director*

**COMM. #196-15 Referred to:**  
**Contracts Committee on 10/17/2016.**

*Richard D. Weiner*  
*Benefits Manager*

October 11, 2016

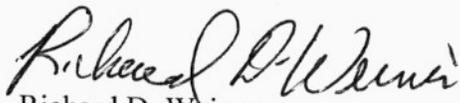
Honorable Lydia Martinez  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find thirteen copies of the Administrative Services agreement between the City and Stirling Benefits, Inc.

I respectfully request that this document be referred to the Contracts Committee at the Council meeting of October 17, 2016.

Sincerely,

  
Richard D. Weiner  
Benefits Manager

RECEIVED  
CITY CLERK'S OFFICE  
2016 OCT 11 P 2:34  
ATTEST  
CITY CLERK

**STIRLING BENEFITS, INC.**  
**ADMINISTRATIVE SERVICES AGREEMENT**  
**FOR**  
**CITY OF BRIDGEPORT AND BRIDGEPORT BOARD OF EDUCATION**

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## ADMINISTRATIVE SERVICES AGREEMENT

THIS SERVICE AGREEMENT is made and entered into this 1st day of October 2016,

by and between the **City of Bridgeport**, a Municipality duly organized and existing under the laws of the state of Connecticut with its principal place of business at **45 Lyon Terrace, Bridgeport, Connecticut 06604** (hereinafter referred to as the "Employer") and **Stirling Benefits, Inc.**, a corporation duly organized and existing under the laws of the state of Connecticut with its principal place of business at **20 Armory Lane, Milford, Connecticut 06460** (hereinafter referred to as the "Third Party Administrator" or "TPA").

WHEREAS, the Employer is a corporation that sponsors a self-funded retiree welfare benefit plan (the "Plan"), as amended; and

WHEREAS, the Employer desires to make available a program of health care benefits, and/or related benefits to eligible participants under the Plan; and

WHEREAS, the Employer wishes to contract with an independent third party to perform certain services with respect to the Plan as enumerated below; and

WHEREAS, the TPA desires to contract with the Employer to perform certain services with respect to the Plan as enumerated below; and

THEREFORE, in consideration of the premises and mutual covenants contained herein, the Employer and the TPA enter into this Agreement for administrative services for the Plan.

## ARTICLE I. DEFINITIONS

For the purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural and the plural shall include the singular.

- 1.1 **Calendar Year** means January 1st through December 31st of the same year.
- 1.2 **Claim** means a request by a Claimant for payment or reimbursement for Covered Services from the Plan.
- 1.3 **Claimant** means any person or entity submitting expenses for payment or reimbursement from the Plan.
- 1.4 **Claims Payment Account** means an account established by the TPA for the benefit of the Employer for payment or reimbursement for Covered Services, the fund residing in which Account shall be an asset of the Employer.
- 1.5 **COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- 1.6 **Covered Services** means the care, treatments, services, or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.
- 1.7 **Employer** means the City of Bridgeport and the Bridgeport Board of Education, acting together under a single contract with the City of Bridgeport.
- 1.8 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended.
- 1.9 **Fee Schedule** means the listing of fees or charges for services provided under this Agreement. This Fee Schedule may be modified from time to time in writing by the mutual agreement of the parties. It is contained in Appendix A and is a part of this Agreement.
- 1.10 **Health Care Providers** means physicians, dentists, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Covered Services provided under the terms of the Plan.
- 1.11a **Medicare** means the federal health insurance program for people who are 65 or older, certain younger people with disabilities, and people with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a transplant, sometimes called ESRD).
- 1.12 **Payor** means the entity responsible for the financial obligations of the Plan.
- 1.13 **Plan** means the self-funded Retiree Welfare Benefit Plan, which is the subject of this Agreement and which the Employer has established pursuant to the Plan Document for the purpose of providing certain benefits.
- 1.14 **Plan Document** means the instrument or instruments that set forth and govern the duties of the Plan Sponsor, and define eligibility and benefit provisions of the Plan, which provide for the payment or reimbursement of Covered Services.
- 1.15 **Plan Participant** is any person who is properly enrolled and entitled to benefits from the Plan. All Plan participants must be enrolled in Medicare Part A and Part B.
- 1.16 **Plan Sponsor** means the Employer, Board or other legal entity that creates and controls and maintains the Plan and who funds the financial obligations of the Plan.
- 1.17 **Plan Year** means the period of time specified as such in the Plan Document.
- 1.18 **Summary Plan Description** means the document required to be provided under Sec. 102 of ERISA that describes the terms and conditions under which the Plan operates.

1.19 **Vendor** means organizations or entities contracted to provide services to the Plan, either directly by the Plan or through an agreement with the TPA.

## ARTICLE II. RELATIONSHIP OF PARTIES

- 2.1 The Employer delegates to the TPA only those powers and responsibilities with respect to development, maintenance, and administration of the Plan, which are specifically enumerated in this Agreement. Any function not specifically delegated to and assumed by the TPA pursuant to this Agreement shall remain the sole responsibility of the Employer.
- 2.2 The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein.
- 2.3 The parties acknowledge that
- (a) this is a contract for administrative services only as specifically set forth herein;
  - (b) The Plan Sponsor is responsible for all payments of claims, fees and premiums generated by or associated with the operation of the plan;
  - (c) the TPA shall not be obligated to disburse more in payment for Claims or other obligations arising under the Plan than the Employer shall have made available in the Claims Payment Account; and
  - (d) this Agreement shall not be deemed a contract of insurance under any laws or regulations. The TPA does not insure, guarantee, or underwrite the liability of the Employer under the Plan. The Employer has total responsibility for payment of Claims under the Plan and all expenses incidental to the Plan.
- 2.4 Except as specifically set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives and successors; provided, however, neither party may assign this Agreement or any or all of its rights or obligations hereunder (except by operation of law) without the prior written consent of the other, which consent may not be unreasonably withheld.
- 2.5 In the case of disputes as to any issues that may arise in connection with the respective rights and obligations of the parties under this Agreement, arbitration will be entered into. Each party will notify the other, in writing, of the name of its representative(s) who will have primary responsibility for communications with the other party. If such representatives are unable to resolve the dispute, either party may demand submission of the dispute to arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The party requesting such arbitration shall pay the arbitrator's fee.
- 2.6 The TPA will consult with the Employer or consultant at least monthly and more often if circumstances dictate through the term of this Agreement.
- 2.7 The work to be performed by the TPA under this Agreement may, at its discretion and with the prior approval of the Employer, be performed directly by it or wholly or in part through a subsidiary or affiliate of the TPA or under an agreement with an organization, agent, advisor, or other person of its choosing.
- 2.8 The TPA agrees to be duly licensed as a Third Party Administrator to the extent required under applicable law and agrees to maintain such licensure throughout the term of this Agreement. The TPA will possess throughout the term of this Agreement, an in-force fidelity bond or other insurance as may be required by state and federal laws for the protection of its clients. Additionally, the TPA agrees to comply with any state or federal statutes or regulations regarding its operations and to obtain any additional licenses or registrations, which may apply in the future.
- 2.9 The TPA will indemnify, defend, save, and hold the Employer harmless from and against any and all Claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, direct, indirect, consequential, or punitive expenses or fees, including court costs and attorney's fees, with respect to the Plan which directly result from or arise out of the dishonest, fraudulent,

grossly negligent, or criminal acts of the TPA or its employees, except for acts taken at the specific direction of the Employer.

- 2.10 The TPA shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of the Employer or agents of the Employer.
- 2.11 The Employer will indemnify, defend, save, and hold the TPA harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, direct, indirect, consequential, or punitive damages, expenses or fees, including court costs and attorney's fees, with respect to the Plan (1) which directly result from or arise out of the dishonest, fraudulent, grossly negligent or criminal acts of the Employer or its employees except from acts taken at the specific direction of the TPA, (2) from a release of Claims data by the TPA to the Employer, or if such release is at the request of the Employer, to any other entity or person, (3) an interpretation of the Plan or this Agreement, or any other written or oral communication by the Employer or any of its authorized representatives upon which the TPA relies.

### ARTICLE III. THE TPA'S RESPONSIBILITIES

The TPA will provide the following Plan administrative services for the Employer:

- 3.1 Maintain Plan records based on eligibility information submitted by the Employer as to the dates on which a Plan Participant's coverage commences and terminates.

Maintain Plan records of Plan coverage applicable to each Plan Participant based on information submitted by the Employer.

Maintain Plan records regarding payments of Claims, denials of Claims, and Claims pending.

Respond to telephone, mail, or personal inquiries from eligible Plan Participants with respect to the requirements and procedures of the Plan. The TPA shall maintain a toll-free telephone number, which shall be made available to the Employer and eligible Plan Participants for benefit inquiries.

Respond to Claims in accordance with the Plan procedures subject to the following provisions:

ERISA Urgent and Pre service e rules do not apply to Medicare Primary plans when "If Medicare covers the service than this plan covers the service," as this plan does.

Unless Plan Claims procedures clearly provide to the contrary, a Claim will be denied if the claimant fails to respond within the applicable deadline to a request for additional information.

If a Claim cannot be determined by the TPA without an interpretation of the Plan terms by the Employer, such Claim shall be promptly referred to the Employer. Upon receipt of the Employer's response, the TPA shall process payment of the Claim or prepare a notice of adverse determination, as applicable.

If a denied Claim is appealed, the TPA may provide a copy of the file to the named fiduciary responsible for deciding the appeal. If it is necessary for the TPA to provide additional consultation with respect to the appeal, an additional fee shall apply.

- 3.2 Adjudicate Claims incurred by Plan Participants according to the terms of the Plan Document as construed by the Employer. These Claims will be adjudicated in accordance with industry practices and internal procedures.

Process with due diligence and according to the terms of the Plan Document as construed by the Employer, , subrogation, and coordination of benefits situations. Unless otherwise agreed by the parties, the TPA's duties with respect to subrogation situations shall be limited to notifying a third party that subrogation opportunities exist.

Decide as to the validity of a Claim or the need for additional information. If additional information is needed, the request will be sent to the appropriate person within the time required for similar types of Claims. The request will generally be sent by U.S. Mail, but in the unusual cases the request may be oral, telephonic or sent by fax or electronic means.

If a response for additional information is not received within the time specified in the Plan Document, the Claim will be deemed denied.

When all necessary documents and Claim form information have been received and the Claim has been approved, a Claim check or draft will be remitted on the next dispersal date.

- 3.3 Refer any doubtful or disputed Claims to Employer for a final decision in accordance with Section 4.2.
- 3.4 Process, issue, and distribute Claims checks or drafts as instructed by the Employer to Plan Participants, Health Care Providers, or others as may be applicable.

Claims paid in good faith but in error by the TPA shall be chargeable to the Claims Payment Account as any other Claim, but the TPA shall make good faith attempts to recover any overpayments.

Every regularly scheduled check run, the TPA will notify the Employer of the amount required to be prospectively deposited to the Employers Claims Payment Account to pay the Claims liability as these Claims occur.

- 3.5 Notify Plan Participants in writing through the U.S. Mail of ineligible Claims received.
- 3.6 Subject to privacy considerations, respond to Claims inquiries by a Plan Participant, the authorized representative of the estate of a Plan Participant, an authorized member of a Plan Participant's family unit, or an authorized Health Care Provider.
- 3.7 Maintain information that identifies a Plan Participant in a confidential manner. The TPA agrees to take reasonable precautions to prevent disclosure or the use of Claims information for a purpose unrelated to the administration of the Plan.

The TPA will only release this information for certificate of need reviews; for medical necessity determinations; to set uniform data standards; to update relative values scales; to use in Claims analysis; to further cost containment programs; to verify eligibility; to comply with federal, state or local laws; for coordination of benefits; for subrogation; in response to a civil or criminal action upon issuance of a subpoena; or with the written consent of the Plan Participant or his or her legal representative.

- 3.8 Prepare a draft Plan Document and Summary Plan Description for review and final approval by Employer and the Employer's legal counsel. A separate fee may be charged for this service based on the scope of the project.
- 3.9 Prepare Plan Document amendments. The TPA shall have the right to change it's fees upon written notice to the Employer in the event any amendment to the Plan changes the amount or type of processing, services, or responsibilities undertaken by the TPA. Adjusted fees will be effective as of the effective date of the amendment.
- 3.10 Maintain an electronic file on every Claim reported to it by the Plan Participants. Such records and all Plan related information shall be made available to the Employer for consultation, review, and audit upon reasonable notice and request, during the business day and at the office of the TPA. Any such audit will be at the sole expense of the Employer. The TPA may charge a separate fee for its time spent in cooperation with such consultation, review, and audit.

This audit shall be conducted by an auditor mutually acceptable to the Employer and the TPA, and will include, but not necessarily be limited to, a review of procedural controls, a review of system controls, a review of Plan provisions, a review of the sampled Claims, and comparison of results to performance standards and statistical models previously agreed to by the Employer and the TPA. Contingency audits, where the auditor is paid a bonus or a fee based on finding claim "errors" are specifically prohibited. The parties must mutually agree upon the audit type and audit sampling of the claims to be reviewed by the auditor.

- 3.11 Process Calendar Year 1099 provider reporting to IRS.
- 3.12 Provide the following reports:
  - (a) monthly electronic listing of covered employees indicating coverage and fees and a monthly electronic Claims analysis by type of Claim and total dollar amounts
  - (b) monthly Claims list, by Plan Participant, Health Care Provider, and Claimant
  - (c) monthly check register

- (d) listings, with funds deposited into the Bridgeport account, for the current month's collections (if any) from providers, and any other funds received by the TPA that belong to the Plan
- (e) any other reports as agreed to between the Employer and the TPA.

3.13 Maintain electronic records of all Claims, reports, filings with government agencies and Plan documentation at the principle administrative offices of the TPA, or secure storage facilities, for at least five (5) years following the end of the Plan Year. At the end of the five-year period following each Plan Year, such records may be destroyed.

Upon termination of this Agreement, all Claims, reports, filings with government agencies and plan documentation may be remitted to the Employer at the Employer's expense or may be destroyed after one year. TPA agrees to maintain electronic records of Plan activities for at least one year from the date of termination. Additional periods of retention, for the purpose of validating a late submitted claim, a claim appeal, or a Medicare Secondary Payer Claim, may be negotiated at the time of termination.

## ARTICLE IV. THE EMPLOYER'S RESPONSIBILITIES

The Employer will:

- 4.1 Maintain current and accurate Plan eligibility and coverage records, verify Plan Participant eligibility and submit this information as needed to the TPA.

This information shall be provided in a format reasonably acceptable to the TPA and include the following for each Plan Participant: name and address, Social Security number, date of birth, type of coverage, sex, relationship to employee, Date of retirement, changes in coverage, date coverage begins or ends, information on other coverage, and any other information necessary to determine eligibility and coverage levels under the Plan.

The Employer assumes the responsibility for the erroneous disbursement of benefits by the TPA in the event of error or neglect on the Employer's part of providing eligibility and coverage information to the TPA, including but not limited to, failure to give timely notification of ineligibility of a former Plan Participant. The TPA will provide no more than three (3) months of credits for plan fees or premiums paid by the Employer for Plan Participants who ceased to be eligible under this Plan.

- 4.2 Resolve all Plan ambiguities and disputes relating to the Plan eligibility of a Plan Participant, Plan coverage, denial of Claims or decisions regarding appeal or denial of Claims, or any other Plan interpretation questions, within a reasonable time following the request of the TPA. The determination of a reasonable time shall be decided on a case-by-case basis between the parties, with the understanding that the TPA must receive a prompt response in order to provide a timely response under the Plan's Claims procedures.

The TPA will administer and adjudicate Claims in accordance with Article III if the Plan Document and Summary Plan Description are clear and unambiguous as to the validity of the Claims and the Plan Participants' eligibility for coverage under the Plan, but will have no discretionary authority to interpret the Plan or adjudicate Claims. If adjudication of a Claim requires interpretation of ambiguous Plan language, and the Employer has not previously indicated to the TPA the proper interpretation of the language, then the Employer will be responsible for resolving the ambiguity or any other dispute.

In any event, the Employer's decision as to any Claim (whether or not it involves a Plan ambiguity or other dispute) shall be final and binding.

- 4.3 Fund the Claims Payment Account every regularly scheduled check run and grant the TPA drafting authority. The TPA shall have no responsibility or liability for the adequacy or sufficiency of funds in the Plan. The TPA shall process claims for the Employer with respect to said plan only to the extent of funds made available to it by the Employer or the Plan, and then only while this agreement is in effect. If the Employer becomes voluntarily or involuntarily subject to the jurisdiction of the U.S. Bankruptcy Court, any funds held by the TPA pursuant to this agreement shall be held and disposed of in accordance with the orders of the U.S. Bankruptcy Court. The TPA may communicate, this provision, whether oral or written, to either the Plan Participants or health care providers.

The Claims Payment Account shall be set up by the TPA to receive deposits from the Employer. This account will only be used for the deposits and expenses of the Plan.

- 4.4 Not require the TPA, under any circumstances, to issue payment(s) for Claims or any other costs arising out of the subject matter of this Agreement, unless the Employer has so authorized and has previously deposited sufficient funds to cover such payment(s).
- 4.5 Provide the TPA with copies of any and all revisions or changes to the Plan within 15 working days of the effective date of the changes if adopted at the Plan renewal.

- 4.6 Provide and timely distribute all notices and information required to be given to Plan Participants, maintain and operate the Plan in accordance with applicable law, maintain all record keeping, and file all forms relative thereto pursuant to any federal, state, or local law, unless this Agreement specifically assigns such duties to the TPA.
- 4.7 Acknowledge that it is the Plan Sponsor, Plan Administrator, and Named Fiduciary, As such, Employer retains full discretionary control and authority and discretionary responsibility in the operation and administration of the Plan.
- 4.8 Pay any and all taxes, surcharges, licenses, and fees levied, if any, by any local, state, or federal authority in connection with the Plan.
- 4.9 Hold confidential information obtained that is proprietary to the TPA or information or material not generally known by personnel other than management employees of the TPA. Such information includes, but is not limited to, reasonable and customary Claims levels, and Claims administration guidelines, administration fees and rates paid to the TPA for its services, internal procedures, workflows and information relating to the operation of the TPA that generally constitute its business practices.
- 4.10 Pay, in accordance with the Fee Schedule, the TPA's fees, Vendor fees and premiums for services rendered under this Agreement. Unless otherwise agreed, the TPA may withdraw from the Claims Payment Account any fees or premiums then due to the TPA, Vendor or carrier prior to application of the funds in the Claims Payment Account to payment of Claims or any other costs arising out of the Plan or the subject matter of this Agreement.
- 4.11 Maintain any fidelity bond or other insurance as may be required by state or federal law for the protection of the Plan and Plan Participants.
- 4.12 The Employer may by written notice to the TPA, signed by an executive officer of the Employer, instruct the TPA to process claims not covered under the terms of the Plan Document. This instruction expressly releases and holds the TPA harmless from any liability in connection therewith. Payment of such claim shall be extra contractual to this agreement. The Employer hereby acknowledges that any such payments may be reportable as income to the Covered Participant.
- 4.13 Provide the TPA with prior notice regarding changes in its management team, procedures or amendment to the Documents in order to allow the TPA sufficient time to implement changes internally.
- 4.14 Authorize the TPA to obtain professional reviews, independent medical evaluations, and audits of hospital or other health care provider costs, expenses and credit balances in accordance with group health industry standards and practices in order to determine whether hospital and physician charges are accurate, appropriate and necessary. The Employer will be responsible for all fees and expenses, if any, associated with such reviews.

## ARTICLE V. DURATION OF AGREEMENT

- 5.1 This Agreement shall commence on **October 15, 2016 (1/1/17) and end on December 31, 2019 (12/31/19)**. This Agreement shall follow the purchasing and contracting rules established by the City of Bridgeport and may renew each year for a one-year period unless modified or terminated as described below.
- 5.2 At any time during the term of this Agreement, either the Employer or the TPA may amend or change the provisions of this Agreement. If any such amendment increases the anticipated Claims experience under the Plan or the TPA's cost of administering the Plan, the Employer agrees to pay any increase in Claims expenses, as well as increases in administrative fees or other costs which the TPA reasonably expects to incur as a result of such modification. Both the Employer and the TPA must agree on any amendments or changes in advance, and in writing.
- 5.3 This Agreement may be terminated by either the Employer or the TPA at any time, either upon giving forty-five (45) days advance written notice to the other party unless both parties agree to waive such advance notice, or with no notice, as stated below. At the option of the party initiating the termination, the other party may be permitted a cure period (of a length determined by the party initiating the termination) to cure any default.
- 5.4 The TPA may, at its option, terminate this Agreement effective immediately upon the occurrence of any one or more of the following events on written notice to the Employer:
- (a) The Employer fails to prospectively fund the Claims Payment Account;
  - (b) The Employer is adjudicated as bankrupt, becomes insolvent, a temporary or permanent receiver is appointed by any court for all or substantially all of the Employer's assets, the Employer makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to the Employer and it is not dismissed within forty-five (45) days of such filing;
  - (c) The Employer fails to pay administration fees or other fees for the TPA's services upon presentation for payment and in accordance with the Fee Schedule;
  - (d) The Employer engages in any unethical business practice or conducts itself in a manner, which in the reasonable judgment of the TPA is in violation of any federal, state, or other government statute, rule, or regulation;
  - (e) The Employer, through its acts, practices, or operations, exposes the TPA to any existing or potential investigation or litigation; or
  - (f)
- 5.5 The Employer may, at its option, terminate this Agreement effective immediately upon the occurrence of any one or more of the following events on written notice to the TPA:
- (a) The TPA is adjudicated as bankrupt, becomes insolvent, a temporary or permanent receiver is appointed by any court for all or substantially all of the TPA's assets, the TPA makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to the TPA and it is not dismissed within forty-five (45) days of such filing;
  - (b) The TPA engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of the Employer is in violation of any federal, state, or other government statute, rule, or regulation; or

(c) The TPA, through its acts, practices or operations, exposes the Employer to any existing or potential investigation or litigation.

5.6 Upon termination by either party, the TPA shall prepare and make available to the Employer a final monthly reporting of Plan expenses.

5.7 Upon termination by either party, the TPA may, at its option, allow the Employer access through its online web-based client portal for one (1) month following the date of termination. If the Employer has contracted with the TPA to provide claim run-out services for a specified period of time, the online portal will remain available to the Employer for that contracted period, and cease one (1) month following that period.

The TPA may provide additional access to its online web-based portal if requested in writing by the Employer within fifteen (15) days from the original termination date, and payment of a separate fee. The fee will be ten percent (10%) of the TPA's regular per capita fee at the time of termination, and billed in advance for contracted 3-month periods.

5.8 Upon termination by either party, the TPA will bill the Employer the fee(s) to be charged for run-out services, reports and/or duplication of files as described in Appendix A.

5.9 The Employer acknowledges that the change in administrator may affect run-out claims. This instruction expressly releases and holds the TPA harmless from any liability in connection therewith.

## ARTICLE VI. MISCELLANEOUS

- 6.1 This Agreement, together with all addenda, exhibits, and appendices, including the RFP response by the TPA offering plan administration services, supersedes any and all prior representations, conditions, warranties, understandings, proposals, or other agreements between the Employer and the TPA hereto, oral or written, in relation to the services and systems of the TPA, which are rendered or are to be rendered in connection with its assistance to the Employer in the administration of the Plan.
- 6.2 This Agreement, together with the aforesaid addenda, exhibits, and appendices constitutes the entire Administrative Services Agreement of whatsoever kind or nature existing between or among the parties. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- 6.3 The parties hereto, having read and understood this entire Agreement, acknowledge and agree that there are no other representations, conditions, promises, agreements, understandings, or warranties that exist outside this Agreement which have been made by either of the parties hereto, which have induced either party or has led to the execution of this Agreement by either party. Any statements, proposals, representations, conditions, warranties, understandings, or agreements which may have been heretofore made by either of the parties hereto, and which are not expressly contained or incorporated by reference herein, are void and of no effect.
- 6.4 Except as provided in Article V. (regarding termination without advance notice), no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.
- 6.5 In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.
- 6.6 In the event that either party is unable to perform any of its obligations under this Agreement because of natural disaster, labor unrest, civil disobedience, acts of war (declared or undeclared), or actions or decrees of governmental bodies (any one of these events which is referred to as a "Force Majeure Event"), the party who has been so affected shall immediately notify the other party and shall do everything possible to resume performance.
- Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) working days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 6.7 All notices required to be given to either party by this Agreement shall, unless otherwise specified in writing, be deemed to have been given three (3) days after deposit in the U.S. Mail, first class postage prepaid, certified mail, return receipt requested.
- 6.8 This Agreement shall be interpreted and construed in accordance with the laws of the state of Connecticut except to the extent superseded by federal law.
- 6.9 No forbearance or neglect on the part of either party to enforce or insist upon any of the provisions of this Agreement shall be construed as a waiver, alteration, or modification of the Agreement.
- 6.10 The Employer understands that the TPA has a duty imposed by the Department of Labor to at all times act in the interests of the Plan Participants. As such, the TPA may be required to send a letter to all Plan Participants informing them that the employer has not funded benefits that have been processed by the plan. Such a letter will be mailed to beneficiaries if the TPA has reason to believe that the Plan Sponsor has not adequately funded the plan.

EMPLOYER ACKNOWLEDGEMENT AND APPROVAL

The Employer representative named below, as a fiduciary with respect to the Plan, declares that:

1. I am not an "affiliate" of the TPA, the agent consulting the Employer, or the insurance company contracted to provide services for the Plan;
2. I will not receive, directly or indirectly, any compensation for my own personal account in connection with the purchase by the Plan of the contract(s);
3. I acknowledge receipt of this statement prior to my approval and execution of the purchase of said contract and that I have read and understand the disclosures herein;
4. I have appropriate authority to approve the purchase by the Plan of said contract; and
5. I hereby approve the purchase by the Plan of said contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives' signatures, effective this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**EMPLOYER**

**TPA**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FULL LEGAL NAME OF EMPLOYER:

\_\_\_\_\_

AFFILIATES AND/OR SUBSIDIARIES OF EMPLOYER SUBJECT TO THIS AGREEMENT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### FEE SCHEDULE AND COMPENSATION DISCLOSURE NOTICE

The Department of Labor and the Internal Revenue Service require that certain disclosures be made to the Employer as specified in the Amendment to ERISA regulations titled Prohibited Transaction Class Exemption 84-24. Specifically, the disclosure requirement pertains to service fees, commissions and other income received by all parties relative to the Plan. TPA is compensated through the fees specified in the following exhibits. Additional compensation relative to the Plan normally is derived from commission on insurance coverages. Commissions may be paid to TPA, although this compensation may be directed to other parties (agent/producer) as specified by the Employer/Plan Sponsor.

The Bridgeport bid specifications specifically exclude payment of commissions or fees to the agent/producer/consultant.

While the Employer program does not currently include stop loss coverage, some excess loss insurance carriers offer additional compensation (monetary and trips) to agents and producers or Third Party Administrators based on the production and retention of business. While TPA may participate in this common industry practice, TPA (Stirling Benefits, Inc.) has not and will not direct business to a specific carrier to qualify for any such incentive programs. Placement of coverage is based on the decision of the Employer and on the merits of that coverage as it pertains to the Employers' needs. Additionally, TPA is not affiliated with any of the excess loss insurance companies offered to clients.

The Employer and the TPA hereby agree to the compensation schedules set forth below. A fee paid on a monthly basis through a designated plan account is considered Direct Compensation. Indirect or Shared Fees are generally paid to TPA by an external service Vendor.

#### **TPA Direct Compensation**

Medical Plan Administration:

For 2017: \$7.63,  
For 2018: \$7.74,  
For 2019: \$7.86, and  
For 2020: \$7.98.

For future years, CPI percentage increase from previous six months, or 0%, whichever is greater.

Web Services (Client reporting): Included

CMS Annual Disclosure Filing: \$50 if requested

Assistance if Requested: Annual Notice to Part D Eligibles: \$3.00 /eligible participant. \$75 Minimum Fee

Annual MA 1099 HC Forms to Massachusetts Residents: \$100 Forms & Filing (if necessary)

Plan Document/Summary Plan Description: \$0 each

**Administration Fees are based on per participant per month participating in each plan unless otherwise noted.**

## **Independent External Vendor Fee Schedule**

The Employer desires to contract with independent parties to perform certain services for the Plan as enumerated below, for a specified fee, and agree to the terms and conditions of agreements between these vendors and parties to this contract. These fees are set by the vendor and are subject to change.

### **Pre-Certification / Utilization Review Services**

Vendor shall pre-certify hospital stays that may exceed the Medicare limits to determine if such services are medically necessary and appropriate. Services requested by vendor may include, but not limited to list below.

Company Name: Hines and Associates

Charges will be based on a per hour charge at the then current Hines fee schedule.

### **Independent Review Organization (IRO) Medical Review Services**

The Patient Protection and Affordable Care Act enacted in March, 2010 contains a requirement for plans to develop an accountable appeals process required to allow for appeals of coverage determinations and claims (includes internal appeals and external review).

An IRO must be used when the Plans appeals process has been exhausted. The TPA will contract with at least two URAC-accredited IRO's.

TPA will consult with Employer when an IRO is required to finalize an appeal for claim or coverage determination. The fees to conduct the review will be paid solely by the Employer, and will vary based on the complexity of the case and the resources needed to finalize the determination.

### **Subrogation Services**

Vendor agrees to provide subrogation services to detect, investigate and collect funds paid by the Plan for which another party is responsible. Vendor will monitor Claims for motor vehicle accidents, general liability, workers' compensation and malpractice. TPA agrees to send claim information to the vendor in a format that complies with HIPAA, respond timely when additional information is needed, and handle the disbursement of checks received from the vendor.

NexClaim Recoveries, LLC Subrogation Services: 30% of Gross Amount Recovered.

"Amount Recovered" will include all compensatory damages, interest and attorney's fees, and costs awarded to Employer.

**Administration Fees are based on a per participant per month count participating in each plan unless otherwise noted.**

### **TPA Indirect Compensation**

The TPA may receive compensation from a Plan vendor for services needed by the Employer, additional services that benefit the vendor, or for the production and retention of business.

#### **Electronic Provider Payments:**

Under the Affordable Care Act, HIPAA-covered entities must have the ability to send an electronic funds transfer (EFT) to a provider as a payment option to be in compliance. The vendor, Stone Eagle, charges a percentage of the payment which the provider agrees to pay to receive the electronic payment. Stone Eagle will pay the TPA 80 basis points (0.80%) of the total amount of dollar payments processed as authorized transactions through VPay using a virtual card electronic payment.

### **TPA Shared Compensation**

The TPA may receive a share of compensation paid to a Vendor of the Plan. These TPA services are necessary for the Vendor to perform contracted services desired by the Employer.

TPA anticipates the following compensation for Vendor services:

#### **Subrogation Recovery Services:**

In consideration of administrative services provided to NexClaim Recoveries to assist with the return of Plan assets for the Employer, the TPA will collect a fee equal to 5% of the amount recovered by NexClaim. In the event this agreement is terminated, the TPA will collect a fee equal to 10% of the amount recovered by NexClaim, on all checks received after the date of termination. TPA will charge the fee after the subrogation check has been sent to the Employer or deduct the fee from the payment.

### **Compensation for Services at Termination**

As of the date of termination of this Agreement or the TPA's resignation, as outlined in Article V, all other obligations of the TPA hereunder shall cease. However, upon the written request of the Employer, and on the condition that all data and information necessary to process and administer Claims remain in possession of the TPA or are provided to the TPA, the TPA may, at its option, provide twelve (12) months of run-out services on claims incurred prior to the Plan Sponsors termination date.

The TPA's duty to administer and process Claims following termination is at all times conditioned upon the presence of adequate and sufficient funds made available to the TPA by the Employer to pay all Claims and expenses for the post-termination period.

Notwithstanding the termination of this Agreement, any financial obligations or responsibilities of the Employer or Plan Sponsor in regard to payment of benefits on behalf of the Plan Participants, or payment of the TPA's invoices shall remain the obligation and responsibility of the Employer until satisfied. This shall include the obligation of the Employer to pay the TPA or Vendor fees set forth in this Agreement relating to services provided by the TPA or Vendors.

Before the date of termination of this Agreement, the TPA shall process Claims that have all the information necessary to finalize and adjudicate and were received up to 10 business days prior to the date of termination. Remaining Claims will be sent to the authorized party unless the Employer contracts with the TPA to process the claim run-out.

If claim run-out services are requested and agreed by the TPA, the Plan Sponsor will pay, before the first day of the run-out period, to the TPA and associated Vendors, an amount equal to four (4) months of the monthly compensation in effect immediately before the run-out period.

Specialty reports for census or claim information may be requested at an additional charge of \$400 per report for each occurrence. Case Management Reports will be released at an additional charge of \$150 per Claimant.

As of the date of termination of this Agreement, the TPA shall not destroy or otherwise dispose of any Plan records in its possession or custody after the termination of this Agreement for a period of one-year. If requested by the Employer, the final fee for forwarding Plan records will be \$1,000.

Check customization, special statistical reports other than those enumerated in this contract, medical underwriting, new taxes assessed against the Plan, or other services mutually agreed upon, will be billed separately at the actual costs of such services.



# StirlingBenefits™

Evolving the Business of Benefits™

August 16, 2016

City of Bridgeport, CT  
Department of Public Purchases  
999 Broad Street  
Bridgeport, CT 06604

Re: Bid Number BFB812178

Dear Bid Evaluation Team,

The RFP includes a mandatory submission requirement item C. that lists the following criteria:

1. Statement of Interest:

Stirling Benefits, Inc. has extensive experience administering similar retiree plans. We have the capacity to service this case with in-state labor at above industry-standard service levels and an interest in providing this service.

2. Vendor contact information:

James B. Stirling, CEO, is responsible for preparation of our proposal and is the officer authorized to contract with the city for the services proposed herein. He may be reached at (203) 647-0628 and by email at [jstirling@stirlingbenefits.com](mailto:jstirling@stirlingbenefits.com), or via fax to (203) 876-1465, or by mail at Stirling Benefits, Inc. 20 Armory Lane, Milford, CT 06460.

3. Company History and Capabilities:

Stirling Benefits is a full service Connecticut Third Party Administer (TPA) of group plans. We were incorporated in Fairfield County 1973 and currently serve over 300 clients composed of Boards of Education and Municipalities as well as State entities and private companies. The firm is privately held with offices in Milford CT. In 1996, the firm won the contract to administer the Connecticut State Teachers' Retirement Board retiree medical plan. That plan had just under 6,000 members when we took over from an insured arrangement. The plan has now grown to over 26,000 members.

During these 20 years, we have developed specific expertise administering Medicare primary retiree plans, including a specially trained customer service team that understands the needs of municipal retirees and Medicare. Our staff are local residents. We do not utilize off shore CSR, clerical or programming firms. The staff who will service the Bridgeport retirees are those already trained for the CT municipal retiree programs.

4. License to provide insurance (service)

Stirling Benefits is a Connecticut licensed TPA. Our license requires us to respond to any complaint filed with the CT DOI as if we were an insurance

carrier. We are quoting on administration of the self funded option for this program.

5. Financial Strength:

Stirling Benefit is not an insurance company, we are a service firm, and are not rated by the recognized national rating agencies. Our CT TPA license does require us to obtain audited financial statements each year. We also obtain an annual SSAE 16 Type II (formally known as a SAS 70) annual audit. Both of these CPA certified audits are available for review.

6. Client References

The program we administer that is closest to the scope of services requested in this RFP is the Ct Teachers' Retirement Board. That program is almost identical to the traditional program offered by the City and Board of Education.

The contact who may serve as a reference for our services at the group level is Darlene Perez, Administrator for the TEB. Ms. Perez may be reached at (860) 241-8402 and by email at [darlene.perez@po.state.ct.us](mailto:darlene.perez@po.state.ct.us). Stirling Benefits have lost no accounts of similar service in the last three years.

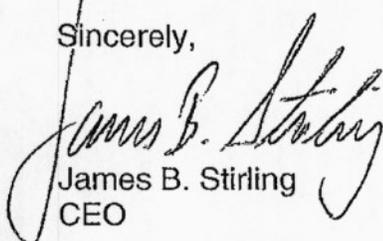
At the member level, we invite you to ask any of the 26,000 retired teachers, spouses or surviving spouses covered by the TRB plan about our service level and commitment to members' satisfaction. Our goal is to properly explain every aspect of your plan to all concerned so that neither the city nor the Board ever has to deal with a service issue.

7. Strengths

Because we are a mid-sized local firm with 20 years experience administering this type of plan, we are confident we can fulfill the services requested in this RFP. Your group will be served by a dedicated team to coordinate all aspects of your account. We have built very efficient processes for the administration of Medicare Supplement plans and that generally enables us to offer a lower price than our competitors for more integrated and local services. We have experience with and are able to administer the "new" plan designs on the same system as the traditional plan.

We appreciate the time and effort that goes into creating a fair and balanced RFP process. We are thankful for the input that RFP "scorers" put into evaluating the responses. We are available to clarify any aspect of our response, and are confident that we can provide exemplary service to the City of Bridgeport, the Bridgeport Board of Education and to the members of the plan.

Sincerely,



James B. Stirling  
CEO

## **I. PURPOSE, GENERAL INFORMATION, BACKGROUND**

**A. Purpose:** The City of Bridgeport, CT and the Bridgeport, CT Board of Education (hereinafter collectively referred to as the “City”) are seeking proposals from qualified insurance carriers or third party administrators (hereinafter referred to as the “Vendor”) to administer its group Medicare Insurance program for its Medicare-eligible retired employees and their eligible spouses or surviving spouses on either a fully insured or a self-funded basis. The anticipated effective date is January 1, 2017.

### **B. Background**

1. Since January 1, 2015, the City has provided a fully insured Medicare Supplement Plan to approximately 2,670 Members, through United American Insurance Company. Benefits are provided pursuant to collective bargaining agreements between the City and the unions representing its employees.
2. Member contributions to the Plan vary between 0% and approximately 75%. However, most member contributions are negligible. On average, the City contributes in excess of 90% of the cost of the plan.
3. The majority of City members are covered on a plan that pays secondary to Medicare and is equivalent to a Plan F (a federally standardized Medicare Supplement plan). In 2016, the City implemented five additional Medicare Supplement plan designs that more closely mirror the plan designs being offered to pre-65 retirees. Members aging into Medicare today are subject to co-pays for office visits, emergency room visits and inpatient stays. For additional information on this subject, refer to Section II (F) under Scope of Services.
4. For budgeting, billing, administrative and reporting purposes, the City retirees are divided into four distinct groups – Civil Service & Grants, Fire & Police, Certified BOE and Non-Certified BOE.
5. Beacon Retiree Benefits Group LLC, a duly licensed broker doing business in the State of Connecticut, provides enrollment, eligibility, member communications, claim resolution, call center functions and plan consulting to the City. Beacon is deemed the broker-of-record. It is the City’s desire to pay fees for Beacon’s services to the proposing Vendor and the Vendor will pay Beacon directly on behalf of the City.

### C. General Information

1. **Newspaper Advertisement and Electronic Posting of Invitation to Bid, Names of Responding Vendors, and Questions & Answers (see below).** The invitation to submit proposals will be posted on [www.bidsync.com](http://www.bidsync.com), the City's electronic bidding website. The names of Vendors submitting qualifications will also be posted on such website after they are opened. All Questions and Answers about the RFP (described below) will also be posted on such website.
2. **Minority Business Enterprises Are Encouraged to Respond.** The City encourages Minority Business Enterprises ("MBEs") to submit their qualifications. For further information about the MBE Ordinance, Target Groups or the assignment of Evaluation Credits, please contact Fred Gee at 203-576-8473 or by email at [Fred.Gee@bridgeportct.gov](mailto:Fred.Gee@bridgeportct.gov).

**Stirling Benefits is registers with the state as a Small Business enterprise. Our policy is that Connecticut contracts generate jobs in Connecticut. All our staff work in CT**

a. **Target Groups:**

- i. **Definition:** An MBE Vendor is entitled to Evaluation Credits if it is a Target Group for these services under the provisions of the Minority Business Enterprise Ordinance, Section 3.12.130 of the City Ordinances ("MBE Ordinance"). Target Groups for this procurement are: Asian Americans, Hispanic Americans, Caucasian females, MBEs, and minority female and Caucasian female minority business enterprises.
- ii. **Evaluation Credits:** Vendors that demonstrate that they are Minority Business Enterprises that constitute Target Groups, as defined in the City's Minority Business Enterprise Ordinance, Chapter 3.12.130, shall be granted an additional ten points (10) as Evaluation Credits.
- iii. **Obtaining Target Group Certification:** A Target Group Vendor seeking Evaluation Credits must provide a certification of its minority business status and state in its qualifications statement its desire to be recognized as a minority business enterprise and to receive Evaluation Credits.

- b. **Joint Ventures between Non-Minority Vendors and Target Group Vendors.** Non-minority Vendors are encouraged to form joint ventures or partnerships with Target Group Vendors and the joint venture will be entitled

to additional points based on the extent of the Target Group's ownership interest in the joint venture/partnership as further described below.

- i. **Meaning of Joint Venture:** A "joint venture" is a written contractual business undertaking by two or more parties who agree to contribute equity and to share risk, expertise, experience, and profits in the undertaking. The term "joint venture" refers to the purpose of the entity but not its type. A joint venture can be a corporation, a limited liability company, a partnership, individuals or groups of individuals, or another legal structure. It is typically established for a single business transaction. The joint venture agreement includes an agreement to form a new entity, an agreement to contribute equity, an agreement to share revenues, expenses and profits, and an agreement concerning control of the enterprise.
- ii. **Evaluation Credits for Joint Ventures:** Up to five (5) points to non-MBE Vendors that have formed joint venture arrangements with Target Group Vendors determined by a formula that takes the percentage of the Target Group Vendor's ownership interest in such joint venture converted to a percentage (e.g., .25 or 25% ownership interest x 10 = 2.5 points) to arrive at the number of points not to exceed 5.
- iii. **Applying for Evaluation Credits:** Evidence of the written existence and attributes of a joint venture must be submitted at the time of bid submission. The City, with the advice of the Office of the City Attorney, will determine the qualifications and entitlement to joint venture status of any such entity in the exercise of its prudent business judgment, reasonably exercised.
- iv. **Requirements of non-MBE Vendors seeking Evaluation Credits**
  - (a) state the basis for seeking Evaluation Credits,
  - (b) identify the joint venture created with a Target Group Vendor,
  - (c) identify the minority Vendor as one of the Target Groups for the type of services or work sought by the bid,
  - (d) identify the Target Group's percentage ownership interest in the joint venture,

- (e) State whether such joint venture
  - (i) Was created only for this particular bid,
  - (ii) Is now and/or will in the future be utilized for bidding,
  - (iii) Is currently utilized for bidding on both public and private work,
  - (iv) Has bid on, undertaken or completed work in the past, together with a description of such work and customer contact information.
  
- (f) Describe the Target Group's active involvement in and dollar volume of the work that the Target Group will perform as part of the services that are the subject of the bid to ensure that its participation is reasonably similar to its percentage ownership interest in such entity. Items (a) through (f) must be supported by documentation satisfactory to the City so that the City can independently verify the basis for the claim to Evaluation Credits, determine any entitlement to the award of Evaluation Credits, and determine the amount of Evaluation Credits to be awarded.

3. **Treatment of Confidential Information.** Financial statements, proposals and other business confidential information may not be subject to disclosure under the Connecticut Freedom of Information law, Section 1-210(b)(5)(A) of the Connecticut General Statutes (FOIA), if such information constitutes "trade secrets" as defined therein. If a Vendor desires certain information to be protected from disclosure under FOIA as a trade secret, a Vendor should clearly identify such information, place such information in a separate envelope appropriately marked, and submit such information with its bid or proposal. Such information shall be retained by the Project Manager in confidence, shall only be viewed by City employees and consultants having a "need to know," and shall be returned to all unsuccessful Vendors or respondents, or will be destroyed, upon award or the termination or withdrawal of the bid. If such information is sought to be disclosed, the Project Manager will afford notice to the party or parties whose information is being sought so that each has an opportunity to dispute disclosure in a court of law at such party's sole cost and expense. The City shall protect information from disclosure or refuse to disclose such information unless it (i) is already known; (ii) is in the public domain through no wrongful act of the City; (iii) is received by the City from a third party who was free to disclose it; (iv) may be properly disclosed under FOIA; or (v) is required to be disclosed by a court of law.

4. **Vendor's Costs in responding to this RFP:** The City shall not be liable for any costs the Vendor incurs in preparation and submission of its proposal, in participating in the selection process or in anticipation of an award of contract.
5. **Questions and Answers About this RFP:** It is the responsibility of the Vendor to inquire about additional information or clarification as to any aspect of this RFP, by submitting questions to [www.bidsync.com](http://www.bidsync.com). Questions will be received until **5:00 PM on July 26, 2016**. All responses will be posted no later than **5:00 PM on July 29, 2016**. All Vendors are obligated to become familiar with such questions and responses and to submit or revise their proposals accordingly. The City assumes no responsibility for a Vendor's failure to read questions and responses or to revise their proposals accordingly.
6. **Request for Modification:** The City reserves the right to (1) request that Vendors modify their proposals to more fully meet the needs of the City, (2) negotiate modifications to the proposal with the successful Vendor, and (3) waive minor irregularities in the proposals. If it becomes necessary to revise or amend any part of this RFP, the Project Manager will post a revision by written Addendum to Bidsync and notify Vendors who submitted the "Intent to Respond" form.
7. **Proposals Become the property of the City:** Any information or materials submitted as a response to this RFP shall become the property of the City of Bridgeport and will not be returned. All submitted materials will be available for public review.
8. **Form of Agreement:** The parties will use an insurance policy/contract created by the selected Vendor with mutually agreed upon modifications. Upon the acceptance of a proposal, the City will endeavor to negotiate a mutually satisfactory contract with the successful Vendor. In the event the successful Vendor fails, neglects or refuses to reach agreement with the City on contract language within thirty (30) days after the selection procedure has been approved by the Board of Public Purchases the City may, at its option, terminate and cancel its action in awarding said contract, the City's offer of a contract shall be withdrawn and the contract shall become null and void and of no effect, and the City may consider other proposals or solicit new proposals
9. **Intent to Respond Form:** The City has excluded census information from the bid specification posted on the Internet. Vendor must submit the "Intent to Respond" form which appears in **Attachment #7 no later than August 5, 2016** in order to obtain the census data that is necessary for Vendor's RFP response.

10. **Tentative Bid Review Timetable.** Dates are subject to change

RFP Issued	Friday, July 15, 2016
Questions Due	Tuesday, July 26, 2016
Answers to Question Posted on Bid-Sync	Friday, July 29, 2016
Intent to Respond Form	Friday, August 05, 2016
Proposals Due	Wednesday, August 17, 2016
Short List	Wednesday, August 31, 2016
Interviews	Wednesday, September 07, 2016
Recommendation	Friday, September 09, 2016

11. **Conformance to RFP Specifications:** In order to assure that all proposals are evaluated on a uniform basis, Vendors must conform to the RFP specifications as described in the Scope of Services. If a Vendor's proposal does not so conform, the proposal must clearly indicate where differences exist. Vendor's proposal is presumed to conform in every respect to the Scope of Service described herein except where Vendor has expressly set forth deviations from these specifications. As the RFP and the accepted proposal are automatically part of the contract between the Plan Sponsor and the Vendor such presumption will be contractually binding on the Vendor.
12. **Right to reject submissions and/or cancel this RFP:** This RFP in no way obligates the City to select a Vendor. Moreover, the City may, at any time prior to the execution of a contract, reject any and all proposals and/or cancel this RFP without further liability therefor, when doing so is deemed to be in the City's best interests.
13. **Who Can Bid:** Proposals will only be accepted from Vendors licensed to sell, administer and adjudicate claims for self-funded and/or fully insured Group Medicare Supplement Insurance Plans for employers domiciled in the State of Connecticut with a retiree population residing in all fifty (50) states and Puerto Rico. The City has an agreement with a Broker-of-Record to perform certain services relative to this contract. Intermediaries other than the Vendor as defined herein will not be compensated by the City for their services.

14. **No Contact between Vendor and City or Beacon Retiree Benefits Group.** Once this RFP is published, no Vendor may communicate with either the City or Beacon Retiree Benefits Group, on any substantive matter covered by this RFP, except through the Q and A process described in this document. Should administrative or logistical issues arise, the Vendor may contact the Department of Public Purchases (203-576-7158) for guidance. Any unauthorized contact will be grounds for immediate rejection of a Vendor's qualification and other remedies.

15. **Duration of Proposal:** By submitting a proposal to this RFP, Vendor agrees to honor the terms of its proposal for not less than 180 days from deadline for submission.

## II. SCOPE OF SERVICES.

A. **Term of contract:** The term of this contract will commence on January 1, 2017 (Effective Date) and will end on December 31, 2017. The City shall have the option of four (4) one-year contract renewals.

B. **Group Plan:** This Plan will be a group Medicare supplement plan (retiree medical plan). Individual products will not be considered.

C. **Who the Plan Will Cover:** Retired employees of the City and their spouses or surviving spouses who, at the sole discretion of the City, are deemed eligible to participate in the Plan and who are eligible for Medicare A and B by virtue of age or disability.

D. **Geographic range of coverage:** United States and Puerto Rico

E. **Provisions pertaining to pre-existing conditions or waiting periods:** There will be no exclusions, restrictions or benefit limitations for pre-existing conditions, nor will there be any waiting periods for coverage.

F. **Plan Designs:** Vendor will provide six (6) Medicare Supplement plan designs matching the following chart. Detailed designs appear in Attachments #1-6. There will be no prescription coverage. If Vendor cannot precisely match the requested designs, it should so specify and propose its best alternative design which the City will consider. The City will assign the participants to the applicable Medicare Supplement plan based on the retiree or spouse's pre-65 benefit.

Attachment No.	Plan No.	Benefit Design	Hospital Co-pay	Office Visit Copay	ER Copay	2017 Approximate Enrollment
Attachment #1	Plan 1	Plan F	\$0	\$0	\$0	2630
Attachment #2	Plan 2	\$15/50	\$0	\$15	\$50	15
Attachment #3	Plan 3	\$10/200/75	\$200	\$10	\$75	52
Attachment #4	Plan 4	\$20/200/75	\$200	\$20	\$75	56
Attachment #5	Plan 5	\$25/200/75	\$200	\$25	\$75	2
Attachment #6	Plan 6	\$15/200/75	\$200	\$15	\$75	7

## **G. Enrollment and Billing:**

1. Enrollment (initial eligibility, additions, terminations, changes) will be conducted through transmission of electronic eligibility files (in Excel) or via on-line capabilities. Vendor must have secure and HIPAA compliant data transmission capability.

**Stirling Benefits has secure and HIPAA compliant data transmission capability.**

2. Vendor will provide initial eligibility file with member policy numbers or unique IDs to allow for electronic reconciliations.

**Agreed.**

3. Vendor will issue monthly electronic invoices (in Excel) with applicable eligibility data for each plan design offered charging each of three divisions, as follows:

- a. City: Retired Civil Service, Police and Firefighters
- b. Board of Education: Retired Certified Employees
- c. Board of Education: Retired Non-certified Employees

**Agreed.**

## **H. Claim Reporting Requirements:**

**Stirling Benefits is quoting self-funded administration.**

1. **For self-funded plans**, Vendor will provide claim data illustrating incurred and paid claims on a monthly basis. Claim data should be broken down by the City's four subgroups (Retired Civil Service, Retired Police and Firefighters, Retired Certified Employees and Retired Non-Certified Employees).

**Agreed.**

- I. **Claims Adjudication:** Vendor will process claims with the speed and accuracy that is consistent with industry standards.

**Agreed.**

## **J. Customer Service**

1. Vendor will provide a designated toll-free member services number.
2. Vendor will design and issue custom-designed member ID cards.

3. Vendor will prepare and issue certificate booklets and summary of benefits to each member upon enrollment into the plan.
4. The plan will be identified as the City of Bridgeport/ Bridgeport Board of Education Medicare Supplement or Retiree Medical Plan.
5. Vendor will work with and communicate directly with Beacon Retiree Benefits Group, the City's Medicare Retiree Benefit Plans Administrator. A designated account representative will be assigned to the City's groups to assist Beacon in the administration and servicing of the plan(s).

**Agreed.**

#### **K. Financials**

1. For fully insured proposals, Vendor will provide a per-member-per-month premium quote for a period of not less than 12 months; for **self-insured proposals, per-member- per-month administrative fee**. Premiums or fees should be proposed net of commissions. If mutually agreeable, the successful Vendor will bill the City for brokerage commissions and forward same to Broker.

**Agreed.**

2. Guarantees beyond this proposed time frame will be viewed as a value-added component to Vendor's proposal.

**We offer a multiyear fee guarantees.**

3. Vendor will specify desired funding process relative to the flow of funds for self-insured claims administration.

**Detailed in Q&A section**

4. Premium rate or administrative fee increases may only take place on the contract anniversary (January 1) provided 90 days' notice is given before anticipated change takes effect. Vendor will describe any terms or conditions under which it would modify rates.

**Agreed.**

5. Vendor's proposal includes all printing and postage costs for ID cards, booklets, certificates, SPDs and any other communications required by law. On-line services for Members or City will be considered a value-added component.

**All our communication material will be available to the City and BOE for online distribution. Online services including - claim lookup, online eligibility confirmation, online EOB's and member claims history - are included in our fee.**

III. **MANDATORY SUBMISSION REQUIREMENTS:** Each Vendor must submit its proposal addressing the items requested below. Requested information omitted by the Vendor is done at the Vendor's peril. The City reserves the right to investigate all statements made by Vendor as to its qualifications and to request additional information it deems necessary.

A. Non-Collusion Agreement (see Bid-Sync website)

**Included**

B. Bidder Information (see Bid-Sync website)

**Included**

C. Provide a cover letter including the following items

1. Provide a statement of interest in providing this service.
2. **Vendor's name, address and contact information (telephone, fax, email and street address)** for the representative for this proposal and the signature of the officer authorized to contract with the City for services proposed herein.
3. **Company History and Capabilities:**
  - a. Provide an overview of the general nature of Vendor's business, services rendered and clients served.
  - b. Provide information relating to Vendor's business structure and parent ownership, if applicable.
  - c. Specify location of offices that will service this account.
  - d. Describe business history including experience in providing the services described in Section II, Scope of Services.
  - e. Provide information regarding the qualifications of the staff who will service this contract.
4. **License to Provide Insurance:** Provide a statement that Vendor is licensed to sell and administer group Medicare Supplement Insurance plans in all fifty (50) states and Puerto Rico.
5. **Financial Strength:** Provide documentation from three recognized national rating agencies attesting to Vendor's financial strength (if applicable to your organization).
6. **Client References:** Provide names, contact information, and dates of engagement for three organizations of comparable size and complexity to the City for which Vendor has performed services comparable to that described in the Scope of Services. In addition, list account(s), if any, that Vendor has lost in the past three years. If none, state, "None."
7. **Summarization of Strengths:** Provide a statement explaining why the Vendor is the best qualified vendor for this contract.

**Included at the front of this bid response package**

D. **Scope of Services:** Present proposal citing all items from the Scope of Services including

1. Term of Contract proposed

**We understand that this RFP response is for a one year contract with options for additional years. We have offered fee guarantees for future contract years.**

2. Plan design(s)

**We have experience with and ability to administer the plan designs described in this RFP.**

3. Enrollment, billing and payment procedures

**The RFP indicates that enrollment will be based on information supplied by Beacon Financial. We agree to work with Beacon Financial to map our input files to the data they will supply. We expect to receive at least monthly eligibility files, and provide online access for mid month eligibility changes.**

**We agree to the billing requirements specified in the RFP and Q&A responses. We will invoice fees to the City and Board of Ed, respectively, and separate invoiced amounts by plan. Claim payment funds will be drawn from the Plan account (whether under the City or Stirling Benefits EIN) and then reconciled by plan and division at the end of each monthly reporting period. Payment procedures and options are outlined in the Q&A section of this RFP response.**

4. Implementation: Specify steps and time periods required for a trouble-free implementation on the Effective Date.

**A detailed outline is included with the Q&A's**

5. Customer service commitments

**We are willing to affix penalties and rewards to specific customer service standards.**

**Telephone response**

- **Wait time for first response when member enters Bridgeport Retiree service queue: Standard is between 30 seconds and 90 seconds:**
- **Abandon calls: Standard is between 2% and 5%**

**Claims payment**

- **Turnaround time: Standard is 75 to 85% clean claims adjudicated between 5 to 10 working days**
- **Financial Accuracy: Standard is 99% financial accuracy measured as the sum of unrecovered overpayments minus the value of underpayments, divided by total payments**
- **Coding accuracy: Standard is 97 to 98% coding accuracy**

**Service levels will be measured monthly using Stirling standard reporting tools and averaged quarterly. Measurement begins after the first full quarter of plan operation when we expect multiple extra calls and claim payment clarifications.**

**We offer a penalty of 2% of revenue per quarter for telephone service and 2% of revenue per quarter claims payment services if we do not meet the standard and a bonus of 1% of revenue if the standards are exceeded.**

**6. Cost proposal**

- a. For self-insured proposal state the administrative fee Vendor proposes to charge on a per Member per month basis, exclusive of brokers' commissions for each plan design.

<b>Year:</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Per retiree per month fee:</b>	<b>\$7.63</b>	<b>\$7.74</b>	<b>\$7.86</b>	<b>\$7.98</b>

**This fee structure represents a 1.5% fee increase year on year. Contract extensions beyond 2020 will be based on the Consumer price index for the proceeding six months, or no change, whichever is greater.**

- b. Specify any guarantees in excess of a 12-month premium rate.

**Contract extensions beyond 2020 will be based on the Consumer price index for the proceeding six months, or no change, whichever is greater.**

- c. List and explain any other expenses Vendor proposes to charge for its proposal.

- (i) Any charges not stated herein, may not be submitted at a later date.

**Any services that the city requests that are not specifically outlined as part of the RFP are not included in our bid price.**

- (ii) Quotations must be exclusive of taxes for which the City is not liable. Tax exemption certificates will be furnished upon request. **Understood.**

E. **Sample Contract:** Provide a sample contract Vendor proposes to use for this service.

**Attached**

F. **Answers to questions listed in Section V (below):** When answering the questions contained in Section V, please repeat the questions and provide its answers numbered to correspond to the question as indicated in Section V. Respond to all questions that relate to the proposal you are submitting. Those questions that do not apply to your proposal should be so noted in your response. Vendor is requested to respond only to the specific questions asked in this RFP.

G. **Describe Value-added services and/or innovative programs** not addressed elsewhere.

**Stirling Benefits already administers the TRB retiree health program. Some municipalities are looking at ways to reduce their OPEB liability by considering shifting retirees from their municipal plan to the TRB plan. In this way the municipality leverages the contributions that active teachers make to the TRB fund while they are working. Where the TRB plan provides equal of better benefits, at least one Board of Education in the state has coordinated with Stirling to make an ACH payment to the retiree's bank account to cover the cost of TRB coverage. This may be a way to lower the Bridgeport OPEB liability.**

**Another opportunity that Stirling may offer is the ability to administer an integrated retiree Health Reimbursement Account. This option may offer Bridgeport some flexibility with retiree benefits, paying a fixed rate to the retiree for purchase of another plan. This is currently an option for retirees, but not, at this time, for active workers. Stirling may coordinate our services with Beacon Financial to administer such a program in the future.**

H. **Evaluation Credits:** If applicable, state the basis for seeking Evaluation Credits.

See Section (I) (C) (2), above. ? No info shown

#### IV. **SUBMISSION OF PROPOSALS.**

A. **Copies required, address and deadline for submission:**

Vendor will submit eight (8) copies of its proposal in separate, sealed envelopes containing the items listed in Section III, Mandatory Submission Requirements, to the Department of Public Purchases, 999 Broad Street, Bridgeport, CT 06604 by **2:00 PM on Wednesday, August 17, 2016** and then at said office to be publicly opened. **Note to Vendors: time is of the essence: late submissions, regardless of the reason, will not be accepted.**

- B. Please mark your envelope: **RFP for Carrier/TPA for Medicare Supplement Plan – BFB 812178**. If your envelope is not marked accordingly, the City will not assume responsibility if your package is misdirected or its delivery delayed.

V. **EVALUATION PROCESS**

A. **SELECTION COMMITTEE.** A Selection Committee consisting of three to five employees of the Plan Sponsor including the Benefits Manager (Project Manager), Employee Services Coordinator, Supervisor of Payroll and Benefits and others with knowledge of group benefits and/or finance will be appointed to conduct a comprehensive, fair and impartial evaluation of all proposals. The composition of the Selection Committee is subject to change at the discretion of the City.

B. **Evaluation Steps**

1. The Project Manager will perform an initial review of the responses for compliance with the required documentation to determine responsiveness and whether to grant additional time for missing or incomplete items.
2. The responsive submittals will then be evaluated and scored by the Selection Committee using a 100-point scoring system described paragraph C, below.
3. The Selection Committee will rate and rank the Vendors to arrive at a short list of up to three (3) Vendors and will conduct interviews of such Vendors, if deemed necessary. The Selection Committee will re-score Vendor's proposal to arrive at a final selection. The Selection Committee may request additional information from Vendors at any time prior to approval of a selected bidder.
4. The selection process and decision will be reviewed by the Board of Public Purchases for compliance with the City's purchasing ordinance
5. The winning Vendor will then be invited to enter into a contract with the Plan Sponsor which is subject to approval by the City Attorney and then by the City Council and the Mayor. Prior to completion of this step, the Plan Sponsor may cancel this RFP without further liability thereto.
6. A notice to proceed will be issued upon execution of the contract.

C. **Selection Criteria:** The City will use a mandatory 100-point scoring system.

1. Qualifications of the Vendor to deliver the Scope of Services, including.
  - a. Capacity to administer multiple plan designs
  - b. Enrollment and billing practices
  - c. Banking practices for self-insured programs
  - d. Claim reporting
  - e. Speed and accuracy in adjudicating claims
  - f. Communication services.
  - g. Customer Service support. **30 points**
  
2. Vendor's work experience, financial, technical, staff capabilities and client references in delivering the Scope of Services to other organizations of comparable size, complexity and nature as that of the City. **30 points**
  
3. Competitiveness of fee or premium proposal including guarantees, contract term, value-added services. **40 points**
  
4. MBE Evaluation Credits (See paragraph I(C)(3), above):
  - a. For Prime Contractors That Are Target Group Members (**10 points**)
  - b. Non-MBE Vendors Forming Joint Ventures with Target Groups (**maximum 5 points**).

## VI. QUESTIONS

In order for Vendor's proposal to be considered and accepted, Vendor must provide answers to the questions presented in this section. When answering the questions, please repeat the questions and provide answers numbered to correspond to the question as indicated in the RFP. All questions must be answered. Reference should not be made to a prior response, or to Vendor's contract, unless the question involved specifically provides such an option. Refer to earlier sections of this RFP before responding to any of the questions in order to have a complete understanding of City's requirements with respect to the bid. Please respond to all questions that relate to Vendor's proposal. Questions that do not apply to Vendor's proposal should be so noted.

1. Has your organization experienced a security breach whereby member PHI has been compromised at any point during the last ten years? If so, please describe what actions were taken as a result of that breach, how quickly the breach was identified, how many records were involved and what steps have been taken to avoid such breaches in the future.

**Stirling Benefits has not experienced a security breach during the last ten years whereby member PHI has been compromised.**

- Describe the rating methodology used to develop the proposed and future rates and fees (assumed claims, trend and target loss ratio).

**Stirling Benefits is bidding on an ASO contract. We anticipate that Beacon Financial will provide rate equivalents for all plans. As the claims payment levels are set by Medicare, and Stirling receives electronic Medicare claims from all 50 States and Puerto Rico, the claims payment totals should be the same for any and all administrators.**

- If providing a fully insured premium proposal, will the City be pooled with other employers or rated on its own merit?

**Stirling Benefits is not offering a fully insured proposal.**

- Please indicate if the risk is held entirely by Vendor's organization or shared with a reinsurer or other risk bearing entities.

N/A

- Please provide actual renewal percentage increases for comparable groups over the last 5 years and any other information that may provide a historical benchmark.

**Stirling Benefits administers the Connecticut Teachers' Retirement Board retiree health plan and their year on year medical and pharmacy plan rate of increases are:**

<b>2011</b>	<b>-1%</b>
<b>2012</b>	<b>-6%</b>
<b>2013</b>	<b>-13%</b>
<b>2014</b>	<b>-6%</b>
<b>2015</b>	<b>+4%</b>

**These rates reflect the combined impact of medical and pharmacy portions of the plan. The decreases were due in large part to changes in the prescription drug industry, with many brand name drugs available as generics.**

- In the case of a proposed self-funded arrangement, please describe the Vendor's typical process and timeline relative to the funding of claims. Describe the process in which the Vendor is reimbursed for claim dollars paid out on the City's behalf.

**Stirling Benefits auditors prefer that we are not in "constructive receipt" of any client funds. We have several options available for claim funding.**

**Option 1: City maintains own account**

**The city would open a checking account at a bank of its choice and Stirling Benefits would issue payments against this account. Claim liabilities are settled either by paper check, ACH or via the MasterCard process. The City funds the account based on either the check register totals or "tops up" the account when it falls below a predetermined level. The account is funded on a claims issued basis, with funds that do clear returned to the**

**City's account. This option keeps all city funds in a City account.**

**Option 2: Stirling Benefits maintains a trust account**

**Stirling Benefits would open an account for the Plan. The account would be opened under the Stirling Benefits Employer Identification Number and activity would be limited to the City of Bridgeport retiree plan. The account would be pre-funded with one month's expected claim liabilities and replenished periodically based on the claim liabilities presented on Check payment registers. Funds that do not clear in a timely manner are returned to the account.**

7. In the case of a fully insured arrangement, please describe the Vendor's typical billing process, when invoices are distributed, when premium payments are due and what grace periods apply.

**N/A**

8. Please provide the total number of existing enrolled members in Vendor's Medicare Supplement plans and breakdown that membership between individual enrollees vs. group members.

**We currently administer approximately 27,000 retiree or spouse members under Medicare Supplement plans. Retirees, Spouses and surviving spouses are all counted as individual members.**

9. Please provide the total number of employer groups or unions with 1,000 or more retirees enrolled in group plans with Vendor's organization. Please indicate whether these employer groups are enrolled in self-funded programs or fully insured arrangements.

**The CT Teachers' Retirement Board is the only retiree client with more than 1,000 lives. Theirs is a self funded program.**

10. Please provide a sample of Vendor's master employer group application and any certificate, policy or schedule of benefits that would apply to the City under these proposed plans.

**We will use certificates, policies or schedule of benefits as provided by the City.**

11. Please provide Vendor's standard reporting templates or sample claim reports.

**Standard reporting templates and claim reports are attached**

12. For retirees who enroll after the original effective date of the plan, approximately how long does it take from the date Vendor is notified to add them to the plan until their ID card and documents are mailed?

**Enrolling, printing and mailing member ID cards takes approximately 10 business days. Expedited printing and mailing is available at cost plus handling charge.**

13. Does Vendor provide any on-line enrollment capabilities or offer any on-line administration?

**Yes, we provide on-line enrollment capabilities. For this contract, we expect to receive all enrollments from Beacon Financial via electronic file.**

14. City retirees and spouses are all enrolled as single participants. Please confirm that this is acceptable to Vendor's organization.

**This is preferred.**

15. Please describe your policy regarding retroactive enrollments and cancellations.

**When a member remains on the plan due to lack of proper termination notification, Stirling Benefits will continue to provide for customer services, pay per claim fees to receive electronic claims, produce and mail EOB and payment checks as though the person was still eligible. We prefer to be compensated for those activities, since we provided that service in good faith.**

**However, we understand that the cost to separate "coverage months" from "eligibility months" may exceed the value to Stirling Benefits. While we prefer compensation based on coverage months, we will accept retroactive credits and debits for up to two months.**

16. How do eligibility, member services and claims administration interface?

**This case will be handled by a dedicated service team that is in physical proximity and includes eligibility, member services and claims administration specialists. Cross training assures that the team can provide excellent service when one team member is absent.**

**This approach avoids delays caused when different departments must each process a small part of a transaction. Sometimes different departments have competing priorities, limiting the ability of the entire entity to serve the client promptly and efficiently.**

17. Will there be a dedicated service team for City retirees?

**Yes.**

18. Where will the customer service representatives for City retirees be located?

**Customer Service is located in Milford, CT.**

19. What is Vendor's current customer service staffing level per member?

**One customer service staff per 3,000 members**

20. Do customer service representatives have access to claims and eligibility?

**Yes. Customer service can track all aspects of a claim life, including funding and check payment, on a single call.**

21. What are the hours of operation for Vendor's customer service unit?  
**8:00 am to 5:00 pm, Monday through Friday, except holidays.**
22. Do members reach an automated system during the hours of operation? After hours?  
**Yes, members are served via secure web portal or IVR. Providers may receive a HIPAA compliant fax back of member eligibility confirmation and benefits confirmation.**
23. If a retiree leaves a voicemail, how long before a call is returned?  
**Most calls are returned the same day. Our standard is to return calls left on voicemail within 24 hours.**
24. Are calls recorded and tracked electronically?  
**All calls are recorded and tracked electronically**
25. Can retirees contact Vendor's customer service team via email?  
**Yes.**
26. What is Vendor's telephone call response times, average speed of answer and average hold time?  
**Average speed of answer from prompt to reaching a CSR: 51.3 seconds**  
**Average Abandonment rate: 3.6%**
27. Please confirm Vendor is set up to receive electronic and automatic crossover of claims and eligibility from the Medicare intermediary or Medicare carrier.  
**Stirling Benefits receives daily files for over 27,000 Medicare secondary retirees daily. Our files come directly from GHI - COBA in a secure ANSI X12 837 formats. These claims and are translated in-house via extol translation software and loaded in secure encrypted internal drives for processing.**
28. Please provide current performance goals and actual results for:
- a. Claims processing turnaround time*  
**Goal: 80% processed within 14 days.**  
**Results: 68% processed within 10 days, 12% 11-15 days, 11% 16-30 days and 8% above 30 days. These numbers include claims that require additional information.**  
**76% of clean retiree claims are processed within 48 hours of daily uploading from the national Coordination of Benefits Administrator (COBA).**
- b. Payment accuracy*  
**Goal: 97% processed accurately (coding, payee)**  
**Result: 99.49% of claims were processed correctly.**

COBA - Coordination of  
Benefits - Holman, Street

c. Financial accuracy

**Goal: 99% financial accuracy, measured as the sum of overpayments and underpayments divided by total payments**

**Result: 99.84% financial accuracy**

29. Please provide the turnaround time distribution shown below using results from 2015 and 2016 YTD:

a. Percentage of claims processed and paid within 5 working days

**For retiree claims, 76% of all COBA claims are auto adjudicated based on the first pass with electronic file feeds from Medicare Payers. These claims show as processed on the second business day after receipt.**

b. Percentage of claims processed and paid within 10 working days

**80%, which includes non-clean claims.**

c. Percentage of claims processed and paid within 20 working days

**91%, which includes non-clean claims.**

d. Percentage of claims processed and paid within 20+ days

**9%, which includes non-clean claims.**

**Non-clean claims sometimes require the provider to respond to a request for a Form W9, information on the service provided or other secondary coverage for spouses or surviving spouses.**

**For all tertiary payments, we hold processing until we have information on what the secondary carrier paid.**

30. Describe fraud and abuse detection and prevention practices which will pertain to this contract, including practices to detect and avoid duplicate billing and payments?

**All claims entering the processing system are checked for duplicates with an algorithm that tests for multiple combinations of date of service, dollar amount of claim, provider type, location and cleared TIN, as well as coding of service provided. Various combinations of these factors are applied to determine if the claim is a duplicate or Medicare approved modification to an original claim.**

**Claims that fail the initial edits are either flagged as duplicates, sent to a daily error file or routed for evaluation by an Analyst. Since this is a Medicare secondary plan, we will primarily rely on Medicare's fraud and abuse detection mechanisms for the front end processing. Back end processing includes audit by an internal senior staff members and third party specialty audit firm.**

**Stirling contracts for a annual SSAE type 2 audit that checks our security,**

**fraud detection and internal processes. A copy of our most recent audit is available upon request.**

31. What percentage of Vendor's Medicare claims are processed manually?  
**Less than 15 percent of our Medicare claims are processed manually. The majority of manual claims are adjustments to Medicare payment amounts.**
32. Please provide a sample of Vendor's standard Explanation of Benefits (EOB).  
**Attached**
33. Does Vendor have the ability to customize EOBs or Certificates of Coverage?  
**Yes**
34. Is Vendor able to provide retirees on-line access to their claims information?  
**Yes**
35. What is the proposed staffing for this account, including brief biographies of key Personnel?  
**We expect two full time staff members to initially handle this account. These members will be backed up by the full retiree claims unit that is composed of seven other members. In addition, the full resources of the firm will support the case.**
36. Please share any high level performance guarantees Vendor will consider for all member services, claims administration and eligibility processing.  
**We will consider guaranteeing service levels for phone answering, hold and abandonment rates, claims payment accuracy and timeliness, and eligibility accuracy.**
37. If Vendor has TPA partner(s) that will be involved in providing services in the administration of the City's plans, please provide the name(s) of those partners and services rendered.  
**We partner with specialized service firms for outsourcing check and EOB printing and mailing, electronic funds payment, and EDI claims vendors.**
38. Please provide an implementation schedule based on the proposed effective date. This should include details of specific activities, target dates, data requirements and responsibilities for completion.

<b>Date</b>	<b>Action</b>
<b>August 31</b>	<b>"Short List" of Finalists determined</b>
<b>September 7</b>	<b>Finalist Interviews</b>
<b>September 8</b>	<b>Answer any open questions</b>
<b>September 9</b>	<b>Recommended Vendor notified.</b>

September 12	Announce decision at Monday Operations meeting
September 12-23	Review Bridgeport contract provisions and terms, prepare contracts, obtain attorney reviews.
September 19-23	Stirling operational Staff meet counterparts at Bridgeport and Bridgeport operational staff meet service team in Milford
September 19-30	Stirling staff set up Plan payment systems, map current Beacon and Bridgeport enrollment and eligibility files to Stirling systems, build reporting package
October 3	Bridgeport sets up claims payment account and provides routing numbers to Stirling
October 3-14	Prepare communication materials for review and approval by Beacon and City officials
October 14	Test claim adjudication system, tweak system if necessary
October 18-19	Meet with City and BOE HR staff to introduce Stirling Benefits and answer questions
October 19	Report test results to Beacon and City officials
October 19,	City sets up several retiree communication meetings across Bridgeport
November 2	Receive current eligibility file from Beacon
November 4	Load eligibility data into claims system
November 10	Send confirming eligibility file to Beacon to compare results
November 17	Send eligibility file to GHI COBA to collect claims data January 1st
November	Hold several communication meetings at Bridgeport City and BOE locations to introduce Stirling Benefits and answer questions
November and December	Retiree billing mailings include information about the Change to Stirling Benefits
December 9	Drop date for mailing ID cards and plan information to members
December 12-16	Members receive new ID cards Members call with questions about the plan
January 1st	Go live date
January 9-13	First claims arrive
Approximately January 17	First check run
January 19, 26, February 2, 16 March 2	Regularly scheduled conference calls to evaluate processes that could improve efficiencies shorten data transit times.
March 15, May 17	Onsite meeting at Bridgeport to report on Plan to date
May 17th	Schedule future meetings, as needed

39. What information does Vendor require from Beacon Retiree Benefits Group for implementation of its services? What data format is required?

**We will need the usual data that is required for enrollment and eligibility: listing with detail for each individual, including whether the member is a retiree, spouse or surviving spouse. Interface with the national Coordination of Benefits Administrator (COBA) requires the members SSN and full Medicare Number, including Alpha characters.**

**We will want to thoroughly understand the methodology Bridgeport uses for group numbers and division codes so that our staff will not only understand the logic for the divisions, but will be able to make informed decisions when data does not appear to be correct. In order to do our job well, we need to go beyond just putting data where we are told and understand why the information is being provided. We seek to be integrated with Beacon's services and an extension of their service arm to the City and the Board of Education.**

40. As stated in the Scope of Services, the City retirees will require customized ID cards to be distributed directly to the retiree prior to the effective date. Please confirm that Vendor can provide this service initially and on an on-going basis.

**We usually customize ID cards. Stirling Benefits will provide this service initially and on an on-going basis.**

41. Does Vendor use a third party to produce and distribute ID cards? Yes.  
If so, where are they located?

**We use a third party to produce and distribute ID cards: Red Card Systems, LLC, of St. Louis, Missouri.**

42. Please confirm that Vendor will assign a unique ID number for each member and that confirm what member identification number will appear on the ID card.

**Confirmed**

43. Please provide a sample ID card.

**Attached**

## **VII. ATTACHMENTS**

**Stirling Benefits is able to administer the plan designs offered to retirees under this program.**

The following attachments may be found on the Bid-Sync website

Attachment #1: \$0 Co-Pay Plan Design

Attachment #2: \$15/\$0/\$50 Co-Pay Plan Design

Attachment #3: \$10/\$200/\$75 Co-Pay Plan Design

Attachment #4: \$20/\$200/\$75 Co-pay plan Design

Attachment #5: \$25/\$200/\$75 Co-pay Plan Design

Attachment #6: \$15/\$200/\$75 Co-pay Plan Design

Attachment #7: Intent to Respond Form

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY  
R. Christopher Meyer

DEPUTY CITY ATTORNEY  
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS  
Mark T. Anastasi  
Richard G. Kascak, Jr.  
Bruce L. Levin  
Russell D. Liskov  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Ronald J. Pacacha  
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS  
Edmund F. Schmidt  
Eroll V. Skyers  
Tyisha S. Toms

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



October 12, 2016

Lydia Martinez, City Clerk  
45 Lyon Terrace  
Bridgeport, Connecticut 06604

RE: Request For Consideration of Sixth Amendment to Stadium License, Management and Operations Agreement With Past Time Partners, LLC, Owner of the Bridgeport Bluefish Professional Baseball Team

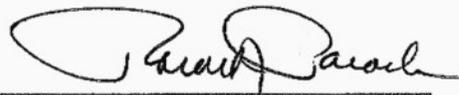
RECEIVED  
CITY CLERK'S OFFICE  
2016 OCT 11 PM 4:42  
ATTEST  
CITY CLERK

Dear Lydia:

On behalf of the Mayor and the Director of the Office of Planning and Economic Development, please place the attached agreement on the City Council's agenda for referral to committee.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By:   
Ronald J. Pacacha  
Associate City Attorney

Encls.

Cc: Mayor Joseph P. Ganim  
Thomas F. Gill, OPED  
John Ricci, Director, DPF  
John Gomes, CAO  
R. Christopher Meyer, City Attorney

**SIXTH AMENDMENT TO  
STADIUM LICENSE, MANAGEMENT AND OPERATIONS  
AGREEMENT**

**BETWEEN**

**THE CITY OF BRIDGEPORT, CONNECTICUT**

**AND**

**PAST TIME PARTNERS, LLC**

**October , 2016**

**SIXTH AMENDMENT TO STADIUM LICENSE,  
MANAGEMENT AND OPERATIONS AGREEMENT**

This Sixth Amendment to Stadium License, Management and Operations Agreement (together with all prior amendments, restatements, side letters, correspondence and other agreements between the parties related thereto shall be collectively referred to as the "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Past Time Partners, LLC**, a Pennsylvania limited liability company, doing business as the Bridgeport Bluefish, having an address at The Ballpark at Harbor Yard, 500 Main Street, Bridgeport, CT 06604 (the "**Team**") and the **City of Bridgeport**, Connecticut, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (the "**City**").

**[NOTE: All capitalized terms used herein shall have the meanings assigned to them in the Third Amended and Restated Agreement and the Fourth Amendment, or as otherwise set forth herein.]**

WHEREAS, the Team (through a prior owner) and the City previously entered into that certain Stadium License, Management and Operations Agreement dated as of October 1, 1997 ("**Stadium Agreement**"), which permitted the Team to play its home baseball games as a member of the Atlantic League of Professional Baseball Clubs, Inc. ("**League**") at the municipal sports stadium constructed on Parcel A of the site plan entitled "Bridgeport Regional Sports and Entertainment Complex" as approved by the Bridgeport Planning & Zoning Commission on July 29, 1997 (the "**Stadium**") pursuant to such the initial agreement relating to the use of the Stadium, the services to be provided to the City by the Team, the operation of the Stadium, and additional rights and responsibilities of the parties hereto;

WHEREAS, the Team, under its current ownership, and the City entered into that certain Fifth Amendment to Stadium License, Management and Operations Agreement dated as of October 21, 2008 ("**Fifth Amendment**");

WHEREAS the Team has requested relief from its obligation to continue to pay past-due rent owed by Get Hooked! LLC, the prior Team owner, for the 2004 Baseball Season due to the fact that the Team no longer has the same benefits from the operation of the Broad Street parking lots; and

WHEREAS the Term of the Agreement expires at the end of the 2016 Baseball Season and the parties desire to extend the use of the Stadium for an additional baseball season under a temporary license on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Team and the City agree as follows:

1. Temporary License. The City agrees to grant the Team a temporary license ("**Temporary License**") to use the Stadium for the 2017 Baseball Season commencing from the expiration of the Term through the end of the 2017 Baseball Season under the terms and conditions set forth in the Fifth Amendment except as may otherwise be modified or eliminated herein.

2. Compensation.

(a) 2016 Baseball Season. The City and the Team have resolved their differences concerning the balance of the rent due for the 2016 Baseball Season, and the Team has agreed to pay the City the sum of One hundred seventeen thousand twenty (\$117,020.00) Dollars in full satisfaction of the rent for the 2016 Baseball Season.

(b) Temporary License Period. The Team agrees to pay compensation to the City during the period of the Temporary License in the amount of One hundred fifty thousand (\$150,000.00) Dollars, payable in equal monthly amounts of Sixteen thousand six hundred sixty-six and 67/100 (\$16,666.67) Dollars commencing January 1, 2017 through October 1, 2017, pursuant to Section 8.01(1)(A) of the Fifth Amendment. Such amount shall be secured by a surety bond in the same amount as required by Article XIV, Section 14.03, of the Fifth Amendment.

3. Relief From Prior Rent and Other Obligations of Previous Owners.

(a) Pursuant to Section 8.01(1)(c) of the Fifth Amendment, the Team agreed to pay past-due rent from the 2004 Baseball Season owed by Get Hooked! LLC, which past-due monies were to be paid from fees generated from the Broad Street surface parking lots. Since the Team no longer is entitled to the revenue from the Broad Street surface lots that would have paid down the prior owner's past-due rent, the City has agreed to relieve the Team of the balance of such obligation. The City agrees to use reasonable efforts to improve the parking situation for the Team.

(b) The City also agrees and confirms that the Team is not responsible for the obligations of any prior owner of the Team under the Stadium Agreement.

4. No Further Obligations Regarding the Capital R&R Account. The City releases the Team of any further obligation to contribute to the Capital Repair and Replacement Account, or Capital R&R Account, during the Temporary License.

5. Ownership of Equipment. The Team and the City will perform an inventory of equipment at the Stadium and determine which equipment is Team-owned and which is City-owned.

6. Winter Shutdown Activities. The Team and the City will agree to a list of winter shutdown activities that the Team will perform, which list the City will review and approve in the exercise of its commercial business judgment, reasonably exercised.

7. Sprinkler System Repairs. The City agrees to repair the sprinkler system prior to the opening of the 2017 Baseball Season.

Except as amended by this Sixth Amendment, the Agreement between the parties as to the use and occupancy of the Stadium shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned on behalf of the City and the Team execute this Sixth Amendment as of the day and year first written above.

CITY OF BRIDGEPORT

By: \_\_\_\_\_  
Joseph P. Ganim  
Mayor  
Duly-Authorized

\_\_\_\_\_  
\_\_\_\_\_

PAST TIME PARTNERS, LLC

By: \_\_\_\_\_  
Frank Boulton  
Its: Managing Member  
Duly-Authorized

\_\_\_\_\_  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
RESOLUTION FORM

RECEIVED  
CITY CLERK'S OFFICE

2016 OCT 12 A 9:25

ATTEST

**SECTION I CITY COUNCIL SUBMISSION INFORMATION**

Log ID/Item Number:	197-15			
Submitted by Councilmember(s):	Milta I. Feliciano			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	137TH			
Subject:	Crosswalks and Signage at Intersection of Crescent Avenue and Hallett Street			
Referred to:	Board of Police Commissioners			
City Council Date:	October 17, 2016			

**SECTION II RESOLUTION (PLEASE TYPE BELOW)**

WHEREAS, the City Council desires to ensure the safety and well being of it citizens, inhabitants and all other persons travelling on the streets of Bridgeport; and

WHEREAS, Crescent Avenue, at its intersection with Hallett Street, is a major corridor and crossing point daily for large numbers of children and accompanying adults heading to the nearby Barnum and Waltersville Schools; and

WHEREAS, the intersection is also used daily by large numbers of motor vehicles, light and heavy commercial trucks, tractor trailers from a nearby driver training school as well as police, fire and emergency medical response vehicles answering calls for service; and

WHEREAS, as you travel down Hallet Street from Barnum Avenue the intersection is obscured by an imposing railroad viaduct and bridge which significantly reduces the field of view of drivers; and

WHEREAS, currently there are no crosswalks, road markings or warning signs at the intersection to slow and warn oncoming traffic of the of this critical crossing point for children and others which increases the potential for a serious accident occurring or a child being injured while crossing; and

NOW, THEREFORE, BE IT RESOLVED, the City Council requests that the Board of Police Commissioners enhance the safety of school children and other pedestrians using the intersection of Crescent Avenue and Hallett Street by authorizing the painting of crosswalks on the road surface at all four corners and the installation of warning signs on each corner and before the railroad bridge to alert oncoming drivers.

- Four Screenshots Attached -



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

## SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

## SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	----------------------------------------------------------	-------

## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

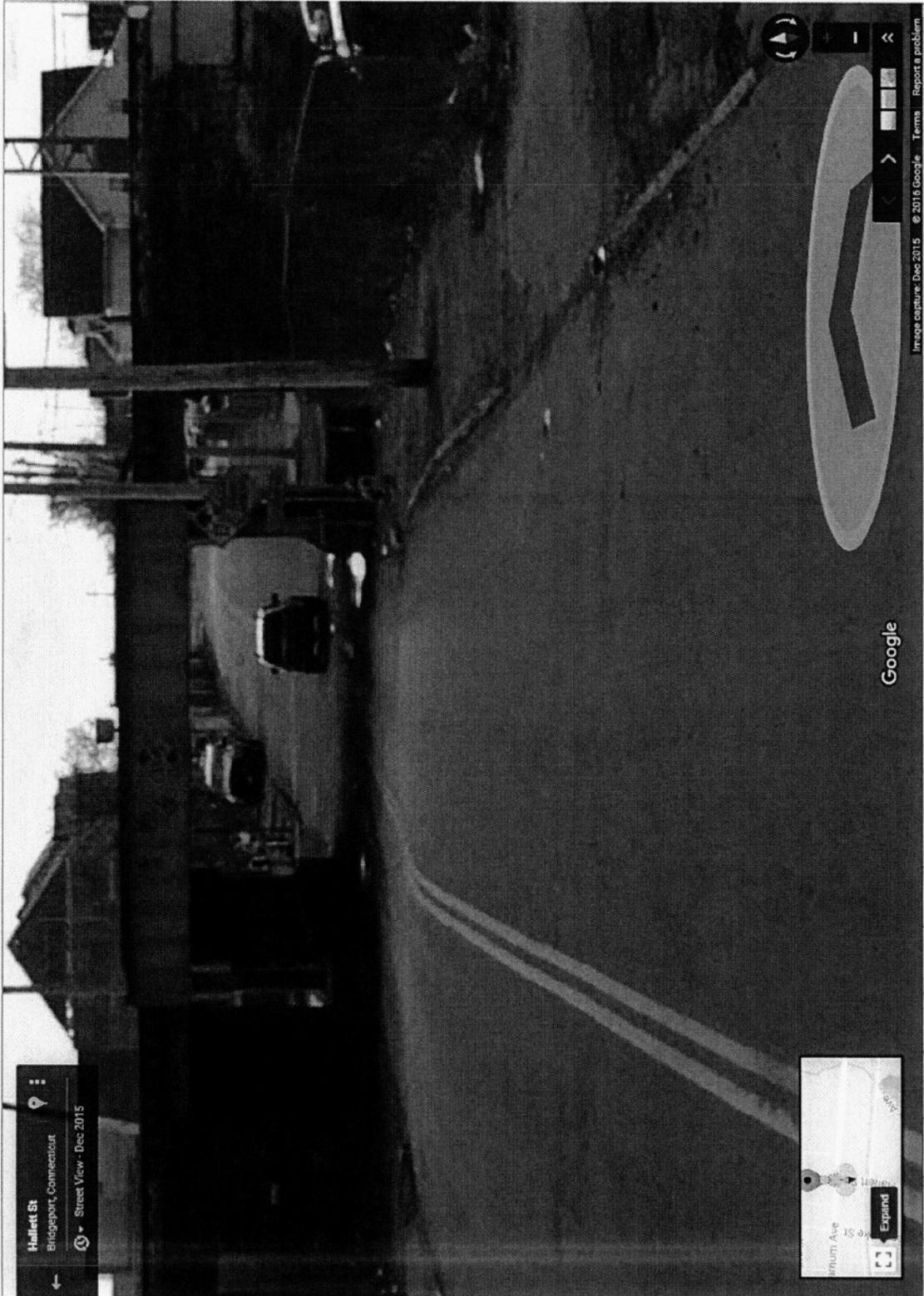
## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: \_\_\_\_\_

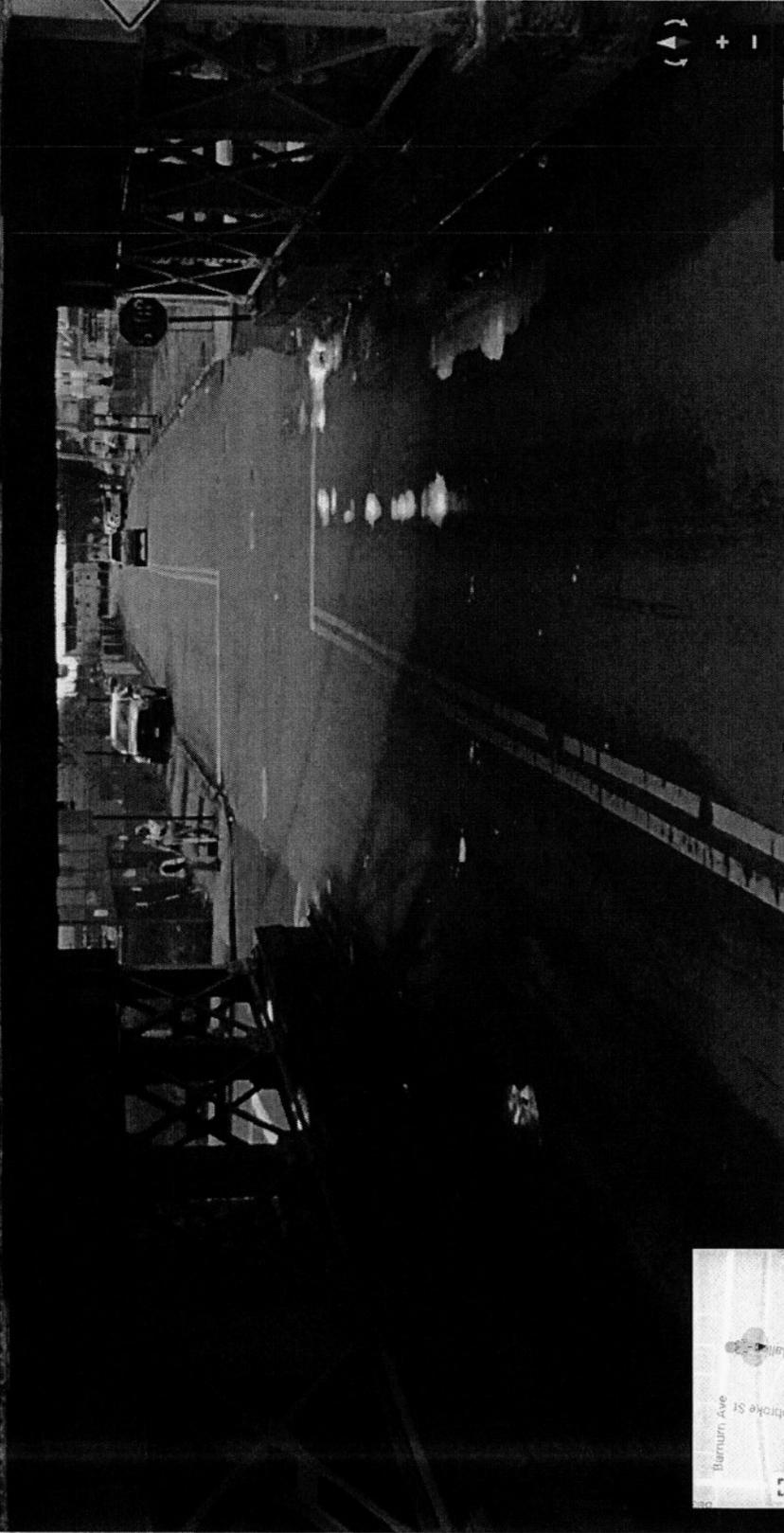
## SECTION IX COMMENTS (if any)



Hallett St  
Bridgeport, Connecticut  
Street View - Dec 2015

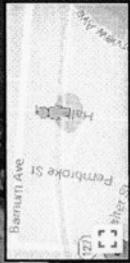


Google



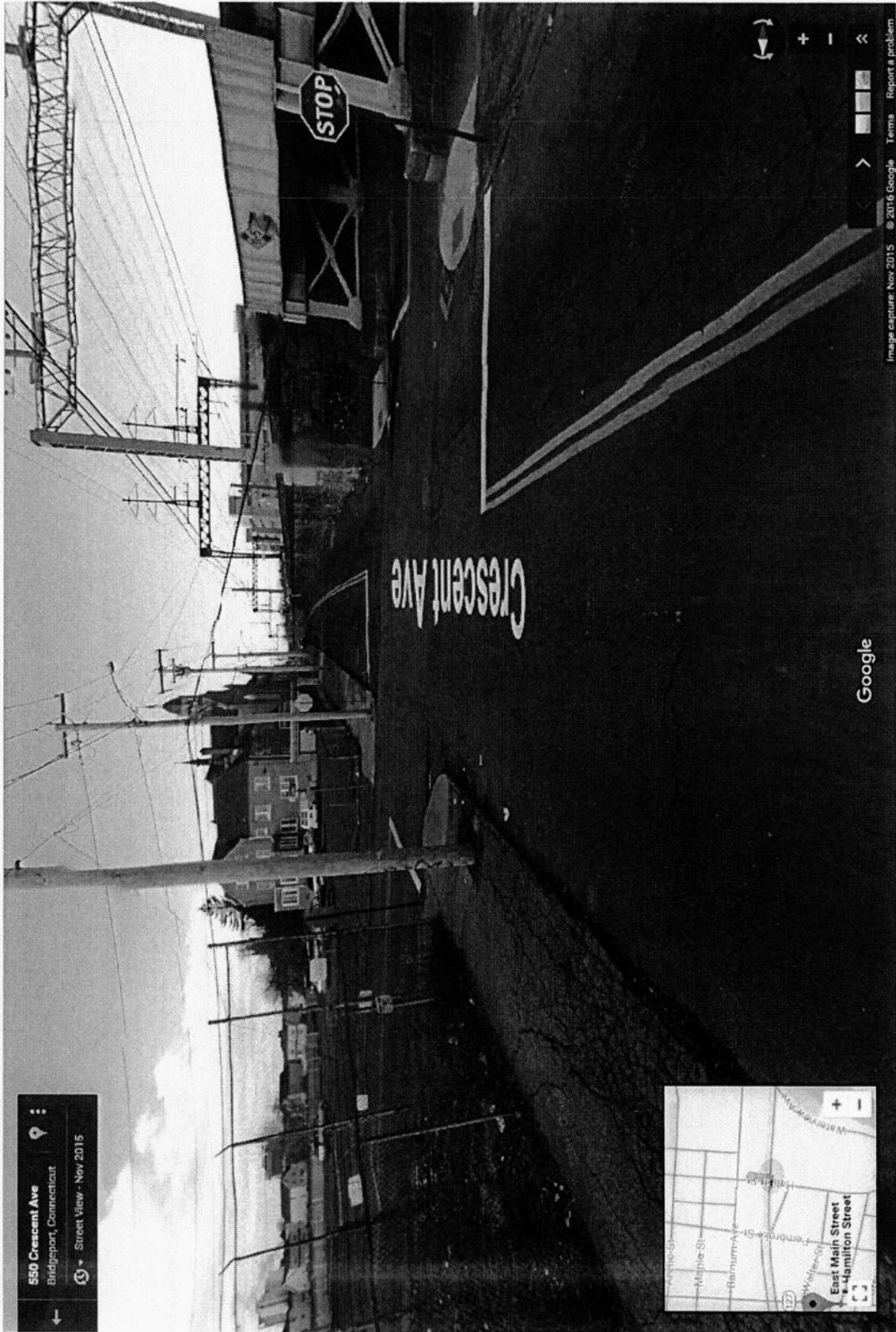


301 Hallett St  
Endicott, Connecticut  
Street View - Dec-2015



Google

**550 Crescent Ave**  
Bridgesport, Connecticut  
Street View - Nov 2015



Google



OFFICE OF THE CITY CLERK  
RESOLUTION FORM

RECEIVED  
CITY CLERK'S OFFICE

2016 OCT 12 A 9:25

ATTEST

**SECTION I CITY COUNCIL SUBMISSION INFORMATION**

Log ID/Item Number:	198-15			
Submitted by Councilmember(s):	Milta I. Feliciano			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	137TH			
Subject:	Crosswalks and Signage at Intersection of East Main Street and Hamilton Street			
Referred to:	Board of Police Commissioners			
City Council Date:	October 17, 2016			

**SECTION II RESOLUTION (PLEASE TYPE BELOW)**

WHEREAS, the City Council desires to ensure the safety and well being of it citizens, inhabitants and all other persons travelling on the streets of Bridgeport; and

WHEREAS, East Main Street, at its intersection with Hamilton Street, is a major corridor and the crossing point daily for large numbers of children, accompanying adults and others heading to nearby Hall Neighborhood House, ABCD Head Start Program, and the Barnum and Waltersville Schools; and

WHEREAS, East Main Street and the intersection is also used daily by large numbers of motor vehicles, light and heavy commercial trucks, tractor trailers from a nearby driver training school as well as police, fire and emergency medical response vehicles answering calls for service; and

WHEREAS, currently there are no crosswalks, road markings or warning signs at the intersection to slow and warn oncoming traffic of the of this critical crossing point for children and others which increases the potential for a serious accident occurring or a child being injured while crossing; and

NOW, THEREFORE, BE IT RESOLVED, the City Council requests that the Board of Police Commissioners enhance the safety of school children and other pedestrians using the intersection of East Main Street Avenue and Hamilton Street by authorizing crosswalks being painted on the road surface at all four corners and the installation of warning signs on each corner to alert oncoming drivers.

- Four Screenshots Attached -



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

## SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

## SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	----------------------------------------------------------	-------

## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	----------------------------------------------------------	-------

## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: \_\_\_\_\_

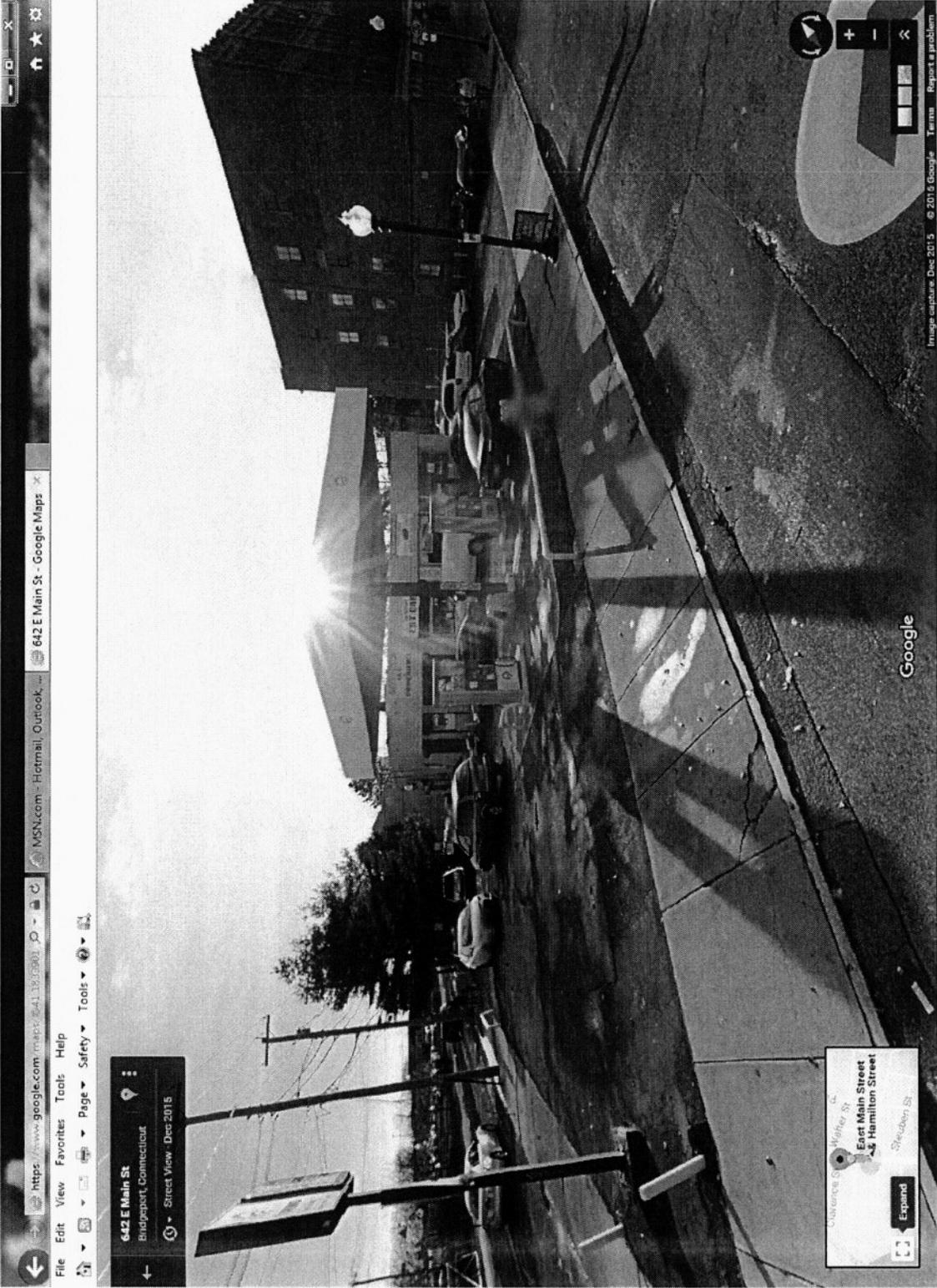
## SECTION IX COMMENTS (if any)



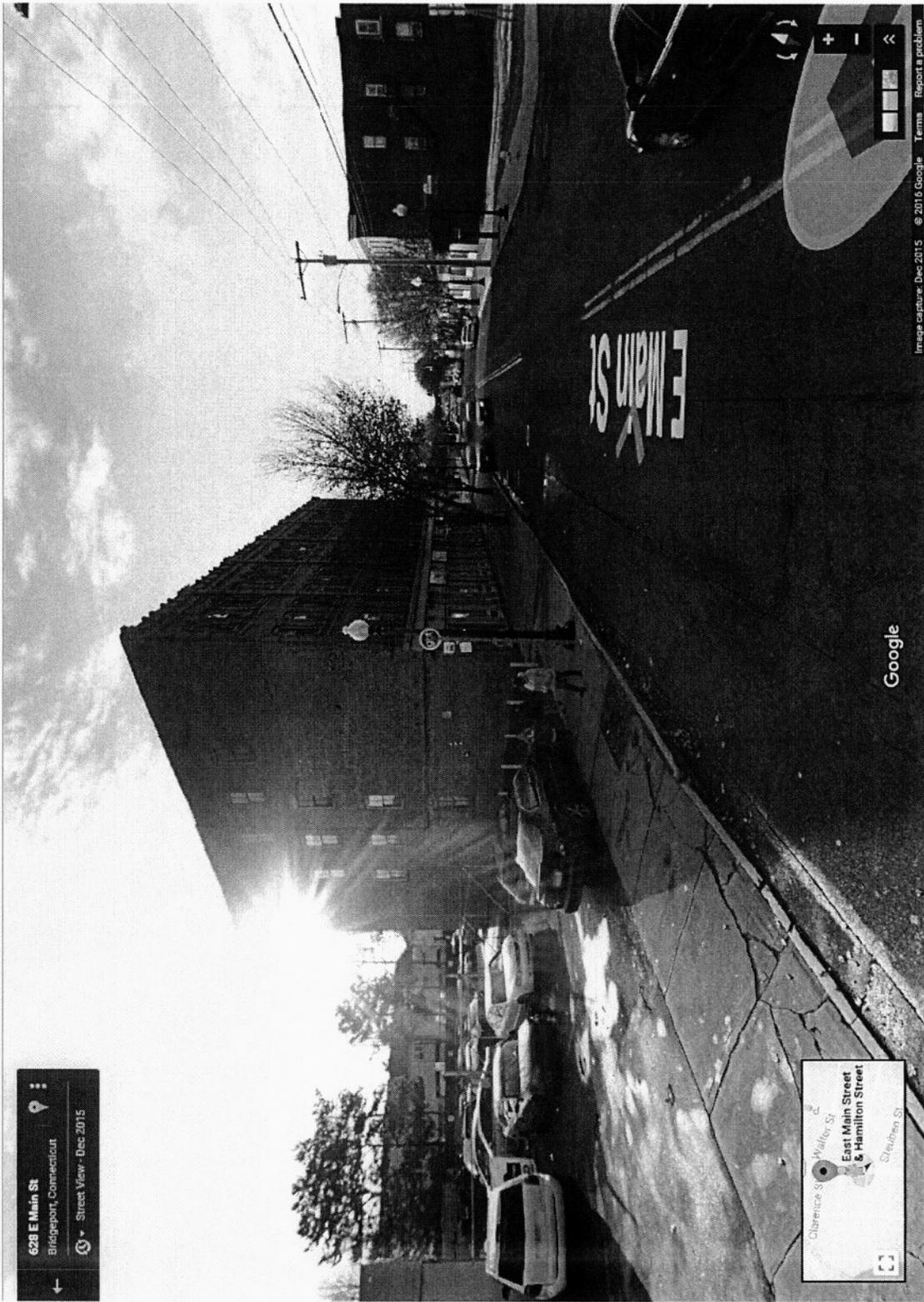
656 E Main St  
Bridgeport, CT  
East Main Street & Hamilton Street  
Street View

Expand

Google



628 E Main St  
Bridgeport, Connecticut  
Street View - Dec 2015



Clarence St  
Walter St  
East Main Street & Hamilton Street  
Strichen St

Google



Expand

Weather St

East Main Street & Hamilton Street

Street View St

Google

Item# 193-15

Mayoral Nomination of Maritza Bond for the Director of Health position.



**Report  
of  
Committee  
on  
Contracts**

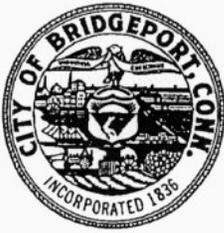
City Council Meeting Date: October 17, 2016

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

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed: 10/20/16

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2016 OCT 20 P 12: 03  
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# City of Bridgeport, Connecticut Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. 193-15**

**RESOLVED**, that the Mayoral Nomination of Maritza Bond for the position of Director of Health, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

\_\_\_\_\_  
Jack O. Banta, D-131st, **Co-Chair**

\_\_\_\_\_  
Maritza I. Feliciano, D-137th

\_\_\_\_\_  
James Holloway, D-139th

\_\_\_\_\_  
Jeanette Herron, D-133rd, **Co-Chair**

\_\_\_\_\_  
voted "No"   
AmyMarie Vizzo-Paniccia, D-134th

\_\_\_\_\_  
Alfredo Castillo, D-136th

\_\_\_\_\_  
Anthony R. Paoletto, D-138th

**City Council Date:** October 17, 2016

**MARITZA BOND**

665 W. Main St.  
West Haven, CT 06516

(860) 207-6198  
bondm01@gmail.com

---

**PUBLIC HEALTH ADMINISTRATION AND MANAGEMENT**

*Collaborative Leader Focused on Relationships, Process & Results*

- Over 15 years of public health experience with eight years of management and leadership practice, leveraging strategic partnerships, launching high-impact programs and building resourceful organizational systems.
- Program manager with expertise balancing innovation and pragmatism for sustainable results. Highly interactive trainer, curriculum developer and measurable impact and high participant engagement.
- Excellent oral and written communication skills including report writing

---

**EDUCATION**

**University of Connecticut**, Farmington, CT December 2012  
Master of Public Health  
**University of Connecticut**, West Hartford, CT December 2012  
Nonprofit Leadership Certificate  
**Southern Connecticut State University**, New Haven, CT August 2000  
Bachelors of Science concentration in Public Health/Health Promotion

---

**KEY ACCOMPLISHMENTS**

- Measurable increases in grant funded and unrestricted revenue
- Negotiation of contracts including dollar amounts, profits, cost savings, and more
- Success in expanding into new geographic region
- Expansion of public health programs, and outreach to meet community needs
- Redesign of existing programs and their resulting financial community impact
- Implementation of the Navigator Program of the Affordable Care Act (ACA) in Eastern Connecticut

---

**PROFESSIONAL EXPERIENCE**

**Executive Director** 9/2012- Present  
Eastern Area Health Education Center (Eastern AHEC) New London, CT

- Manage day-to-day operations this includes providing guidance for and oversight of program delivery
- Program and staff development and management
- Foster stakeholder relationships
- Monitor legislative fiscal changes and workforce policy changes
- Board relations/governance
- Monitor budgeting and appropriations of funding
- Partner with board of directors to achieve results including strategic planning and policy development
- Ensure program compliance and regulatory requirements

**Interim Executive Director** 7/30/2012-9/2012  
Eastern Area Health Education Center (Eastern AHEC) Willimantic, CT

- Created organizational policies & procedures
- Fiscal management, developing budgets and approving grant expenditures
- Managed state and federal contract reporting requirements
- Program development and management

**MARITZA BOND**

665 W. Main St.  
West Haven, CT 06516

(860) 207-6198  
bondm01@gmail.com

**Director of Multicultural Services**

1/2012- 7/2012

Eastern Area Health Education Center (Eastern AHEC)

*Statewide Initiative*

- Proven resource developer- securing unrestricted funding
- Responsible for management of staff (hiring, supervision, and firing)
- Monitored continuous contractual recruitment and assessment statewide
- Led formal statewide and national presentations

**Project Manager, Connecticut Multicultural Health Partnership**

1/ 2011-7/2011

Eastern Area Health Education Center (Eastern AHEC)

*Statewide Initiative*

- Monitored program compliance for curriculum standards
- Provided technical assistance and support within the program strategic plan
- Recruited and hired Consultants and other professionals with expertise on health disparities initiatives
- Led various community and stakeholder events

**Director, Medical Interpreter Training**

10/2007- 12/2011

Eastern Area Health Education Center (Eastern AHEC)

*Statewide Initiative*

- Proven resource developer- securing unrestricted funding
- Responsible for management of staff (hiring, supervision, and firing)
- Developed and negotiated contract agreements
- Monitored continuous contractual recruitment
- Coordinated and implemented strategic planning meeting
- Led formal presentations and trainings to statewide stakeholders

**Project Coordinator**

Southwestern Area Health Education Center (Southwestern AHEC)

02/2006- 10/ 2007

*Trumbull, CT*

**Immunization Action Plan Program**

- Provided training, supervision and support the Community Outreach Worker staff
- Implemented and managed all aspects of the Immunization Program in the city of Bridgeport
- Provided professional development training to health professionals throughout the region

**Medical Interpreter Program**

- Planned, developed and managed program
- Collaborated and advocated to support reimbursement for medical interpreters
- Founding member of the Medical Interpreting Association of CT (MIAC)

**Oral Health Bridgeport Initiative (ORBIT)**

- Initiated collaboration and partnerships with Managed Care Organizations
- Developed, managed, and analyzed missed dental appointments with local Community Health Centers
- Planned and Implemented a Successful Forum for HUSKY dental providers "*Integrating Your HUSKY Patients: Issues and Tools*"
- Successfully secured funding for project support

**Immunization Action Program Coordinator**

04/ 2003- 02/ 2006

Naugatuck Valley Health District

*Seymour, CT*

- Provided training, supervision and support to the Community Outreach Worker
- Implemented and managed program goals

**MARITZA BOND**

665 W. Main St.  
West Haven, CT 06516

(860) 207-6198  
bondm01@gmail.com

- Conducted vaccine administration audits
- Facilitated professional development training for health professionals
- Developed and implemented an annual Mother's Day Social targeting childbearing age women

**Health Educator**  
Naugatuck Valley Health District

9/2001- 4/ 2003  
*Seymour, CT*

- Coordinated, collected, and disseminated health educational resources to pre-Conceptual women
- Established relationships with local OB/GYN providers in the catchment Area
- Developed educational presentations on "Oral Health" and "Diabetes" specifically targeting Hispanic population

**HONORS AND AWARDS**

- Official Citation for 10 years of Public Health Service, The General Assembly, 2016
- Leadership Super Star Award, CT Health Foundation 2014
- Recognition of Service in Advancing the Profession of Medical Interpreting, The International Medical Interpreters Association (IMIA), 2011
- Most Improved Immunization Program, Bridgeport, Department of Public Health, Immunization Program, 2007

**CERTIFICATION & TRAINING**

- Chronic Disease Self-Management Program, Instructor Certificate, 2016
- Grant Proposal Certificate Proposal, 2015 and 2013
- Leader as a coach, Center for Professional Development, 2011
- Health Equity Fellowship, City of Hartford Department of Health & Human Services, 2011
- Spanish Bilingual Assistant, Medical Interpreter Instructor Training, 2009
- First Aid & CPR Certified Instructor, American Health Association, 2009
- CT Health Foundation, Health Leadership Fellow, 2008
- Northern Virginia Medical Interpreter Train of Trainer Instructor Certificate, 2007
- Epidemiology of Preventable Diseases, 2001-2007
- UMASS Medical Interpreter Training, 2006
- Certified Freedom from Smoking Training Facilitator, 2002

**SELECTED PUBLICATIONS AND PRESENTATIONS**

- Health Information Literacy White Paper, National AHEC Organization, 2016
- Connecticut Multicultural Health Partnership (CMHP) Project, Xavier University, 2016
- Interpreting in Health & Community Settings, International Medical Interpreter Association (IMIA), 2014
- Quality of Life Impacts the Recruitment and Retention of Rural Health Care Providers Policy Brief, 2014
- Promoting Patient Centered Communication and Strategies to Implementation, 2013

**ADDITIONAL SKILLS**

**Computer & Programs**, Windows XP, File Maker Pro, Clinical Assessment Software Application (Co-CASA), Vaccines for Children (VFC)/AFIX Software, Clinical Support System, IDX RAD Software, and Versys 2.8 Healthcare Management System

**Foreign Language**, Proficient in Spanish

**Leadership and Management**, Eight years' experience in Hire and fire employees and/or contractual workers

PROFESSIONAL REFERENCES

1. **Jose Ortiz**  
President and Chief Executive Officer  
Hispanic Health Council  
175 Main St.  
Hartford, CT  
Phone: (860) 527-0856  
Email: [joseo@hispanichealth.com](mailto:joseo@hispanichealth.com)
  
2. **Arvind Shaw**  
CEO  
Generations Family Health Center  
40 Mansfield Ave.  
Willimantic, CT 06226  
Phone: (860) 450-7471  
Email: [ashaw@genhealth.org](mailto:ashaw@genhealth.org)
  
3. **Karen Spargo**  
Director of Health  
Naugatuck Valley Health District  
Bank St.  
Seymour, CT  
Phone: (203) 881-3255  
Email: [kareenspargo@nvhd.org](mailto:kareenspargo@nvhd.org)

# BRIDGEPORT LIBRARY

925 Broad Street ♦ Bridgeport, CT 06604 ♦ (203) 576-7400

## Board of Directors

James E. O'Donnell  
President  
Sauda Efiya Baraka  
Vice President  
Thomas R. Errichetti  
Secretary / Treasurer  
Anne Cunningham  
Assistant Secretary  
Phylcia R. Brown\*  
Rosalina Roman Christy\*  
Donald W. Greenberg\*  
Hon. William Holden  
Kenya Osborne-Gant\*  
(\* pending City  
Council approval)

## Directors Emeriti

John A. Arcudi\*  
Adele Jacobson\*  
Edward L. Kelley\*  
Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

October 17, 2016

## VIA HAND DELIVERY

TO: Lydia Martinez  
City Clerk

FROM: Thomas R. Errichetti   
Secretary of the Library Board

SUBJECT: Library Board of Directors Appointment of Rosalina Roman Christy

---

The Library Board has voted to appoint Ms. Rosalina Roman Christy to the Library Board of Directors for the term of office which will expire on June 30, 2017. The requested background information and oath of office for Ms. Christy have been previously submitted. We understand that this appointment should be referred to the Miscellaneous Matters Committee for its earliest consideration.

Thank you for your help.

C: Ms. Rosalina Roman Christy  
Frances Ortiz, Assistant City Clerk

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(\* pending City  
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Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

October 17, 2016

VIA HAND DELIVERY

TO: Lydia Martinez  
City Clerk

FROM: Thomas R. Errichetti   
Secretary of the Library Board

SUBJECT: Library Board of Directors Appointment of Donald W. Greenberg

---

The Library Board has voted to appoint Mr. Donald W. Greenberg to the Library Board of Directors for the term of office which will expire on June 30, 2017. The requested background information and oath of office for Mr. Greenberg have been previously submitted. We understand that this appointment should be referred to the Miscellaneous Matters Committee for its earliest consideration.

Thank you for your help.

C: Ms. Donald W. Greenberg  
Frances Ortiz, Assistant City Clerk

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(\* pending City  
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Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

October 17, 2016

## VIA HAND DELIVERY

TO: Lydia Martinez  
City Clerk

FROM: Thomas R. Errichetti  
Secretary of the Library Board



SUBJECT: Library Board of Directors Appointment of Kenya Osborne-Gant

---

The Library Board has voted to appoint Ms. Kenya Osborne-Gant to the Library Board of Directors for the term of office which will expire on June 30, 2019. The requested background information and oath of office for Ms. Osborne-Gant have been previously submitted. We understand that this appointment should be referred to the Miscellaneous Matters Committee for its earliest consideration.

Thank you for your help.

C: Ms. Kenya Osborne-Gant  
Frances Ortiz, Assistant City Clerk

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Kenya Osborne-Gant\*  
(\* pending City  
Council approval)

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Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

October 17, 2016

VIA HAND DELIVERY

TO: Lydia Martinez  
City Clerk

FROM: Thomas R. Errichetti  
Secretary of the Library Board



SUBJECT: Library Board of Directors Reappointment of Atty James E. O'Donnell

---

The Library Board has voted to re-appoint Atty James E. O'Donnell to the Library Board of Directors for the term of office which will expire on June 30, 2019. The requested background information and oath of office for Atty O'Donnell have been previously submitted. We understand that this re-appointment should be referred to the Miscellaneous Matters Committee for its earliest consideration.

Thank you for your help.

C: Atty James E. O'Donnell  
Frances Ortiz, Assistant City Clerk

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Kenya Osborne-Gant\*  
(\* pending City  
Council approval)

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Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

October 17, 2016

VIA HAND DELIVERY

TO: Lydia Martinez  
City Clerk

FROM: Thomas R. Errichetti   
Secretary of the Library Board

SUBJECT: Library Board of Directors Reappointment of Hon. William Holden

---

The Library Board has voted to re-appoint Judge William Holden to the Library Board of Directors for the term of office which will expire on June 30, 2019. The requested background information and oath of office for Judge Holden have been previously submitted. We understand that this re-appointment should be referred to the Miscellaneous Matters Committee for its earliest consideration.

Thank you for your help.

C: Hon. William Holden  
Frances Ortiz, Assistant City Clerk

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(\* pending City  
Council approval)

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Edward L. Kelley\*  
Helen Liskov\*  
John Phelan  
Hon. George A. Saden\*  
Zane Yost\*  
(\* deceased)

October 17, 2016

## VIA HAND DELIVERY

TO: Lydia Martinez  
City Clerk

FROM: Thomas R. Errichetti  
Secretary of the Library Board



SUBJECT: Library Board of Directors Appointment of Phylicia R. Brown

---

The Library Board has voted to appoint Ms. Phylicia R. Brown to the Library Board of Directors for the term of office which will expire on June 30, 2017. The requested background information and oath of office for Ms. Brown have been previously submitted. We understand that this appointment should be referred to the Miscellaneous Matters Committee for its earliest consideration.

Thank you for your help.

C: Ms. Phylicia R. Brown  
Frances Ortiz, Assistant City Clerk

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## OFFICE OF THE CITY CLERK RESOLUTION FORM

### SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	206-15			
Submitted by Councilmember(s):	John W. Olson			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	132ND			
Subject:	RESOLUTION by the Bridgeport City Council Education and Social Services Committee, October 16, 2016			
Referred to:	Education and Social Services Committee			
City Council Date:	October 17, 2016			

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS the eight members of the Bridgeport Board of Education (BBOE) are equally divided into two factions, and

WHEREAS one of the factions refuses to meet with the other faction until a member of that faction resigns, and

WHEREAS because of this dispute the BBOE is unable to fulfil its mission,

NOW BE IT RESOLVED that the Bridgeport City Council, deeply disappointed with the conduct of the BBOE members, calls upon the eight members to meet together to fulfil their duly sworn mission to serve the students, faculty and employees of the public schools of the City of Bridgeport, CT.



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

## SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

## SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: \_\_\_\_\_

## SECTION IX COMMENTS (if any)

RESOLUTION by the Bridgeport City Council Education and City Services Committee, October 16, 2016

WHEREAS the eight members of the Bridgeport Board of Education (BBOE) are equally divided into two factions, and

WHEREAS one of the factions refuses to meet with the other faction until a member of that faction resigns, and

WHEREAS because of this dispute the BBOE is unable to fulfill its mission,

NOW BE IT RESOLVED that the Bridgeport City Council, deeply disappointed with the conduct of the BBOE members, calls upon the eight members to meet together to fulfill their duly sworn mission to serve the students, faculty and employees of the public schools of the City of Bridgeport, CT.

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