



John L. Salomone  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

**MAYOR STEPHEN WOODS**

## **NEWINGTON TOWN COUNCIL**

**Conf. Room L-101 (Lower Level) – Town Hall**  
**131 Cedar Street**

**AGENDA**  
**October 8, 2013**  
**7:00 P.M.**

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- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. AWARDS/PROCLAMATIONS
  - A. Teacher of the Year – Paul W. Kemp
- IV. PUBLIC PARTICIPATION – IN GENERAL (In Person/Via Telephone)
- V. REMARKS BY COUNCILORS
- VI. CONSIDERATION OF OLD BUSINESS (Action May be Taken)
  - A. Access Health CT Assister Program
  - B. Collective Bargaining – AFSCME Contract
  - C. Administrative Group Salaries
- VII. CONSIDERATION OF NEW BUSINESS (Action May Be Taken Only by Waiving the Rules.)
  - A. Town Manager Review of Purchasing Process
  - B. Connecticut Educational Network (CEN) Broadband Update
- VIII. RESIGNATIONS/APPOINTMENTS (Action May Be Taken)
  - A. Appointments to Boards and Commissions
    - 1. Affordable Housing Monitoring Agency
    - 2. Balf-Town Committee
    - 3. Building Code Board of Appeals
    - 4. Central Connecticut Health District Board of Directors
    - 5. Newington Commercial Façade Easement Rehabilitation Loan Program Committee
    - 6. Clem Lemire Artificial Turf PBC
    - 7. Committee on Community Safety
    - 8. Conservation Commission
    - 9. Development Commission
    - 10. Downtown Revitalization Committee

Phone: (860) 665-8510 Fax: (860) 665-8507  
townmanager@newingtonct.gov  
www.newingtonct.gov

11. Employee Insurance and Pension Benefits Committee
12. Environmental Quality Commission
13. Board of Ethics
14. Fair Rent Commission
15. Firehouse Expansion Project Building Committee
16. Housing Authority Board of Directors
17. Human Rights Commission
18. Library Board of Directors
19. NHS Track Renovations Project Building Committee
20. Open Space Committee
21. School Improvements Project Building Committee
22. Standing Insurance Committee
23. Town Plan and Zoning Commission
24. Tri-Town Community Access Cable Committee
25. Vehicle Appeals Board
26. Youth-Adult Council (Mayoral Appointment)
27. Zoning Board of Appeals

IX. TAX REFUNDS (**Action Requested**)

X. MINUTES OF PREVIOUS MEETINGS (**Action Requested**)

A. Regular Meeting, September 24, 2013

XI. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER, OTHER TOWN AGENCIES AND OFFICIALS, OTHER GOVERNMENTAL AGENCIES AND OFFICIALS AND THE PUBLIC

XII. COUNCIL LIAISON/COMMITTEE REPORTS

XIII. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)  
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

XIV. REMARKS BY COUNCILORS

XV. ADJOURNMENT

AGENDA ITEM: III

DATE: 10-8-13

RESOLUTION NO.: \_\_\_\_\_

WHEREAS, Mr. Paul W. Kemp, music teacher at John Paterson Elementary School, has been designated as Newington's 2013-2014 Teacher of the Year; and

WHEREAS, Mr. Kemp was selected based upon his exceptional skill and dedication to children and the teaching profession; and

WHEREAS, Mr. Kemp is intelligent, a strong communicator, an advocate for all students and a strong believer that public education is the vehicle to prepare all children for participation in our society; and

WHEREAS, Mr. Kemp earned a Bachelor of Science Degree in Music Education from Central Connecticut State University, a Masters of Science in Music Education at Central Connecticut State University and completed additional graduate level education classes at Central Connecticut State University, and has also completed additional graduate level education classes at Central Connecticut State University, University of New England; and Walden University; and

WHEREAS, Mr. Kemp began teaching in Newington in 1988 at John Paterson Elementary School as a music teacher (band, orchestra, chorus); and

WHEREAS, Mr. Kemp is dedicated to his students and work and believes the harder you work the better you teach; and

WHEREAS, Mr. Kemp has been involved in numerous school and town-wide committees, all of which contributed to enhancing the education of our children; and

WHEREAS, Mr. Kemp has an ability to inspire student creativity through music, his commitment to promoting the arts, and his love for children;

NOW, THEREFORE, BE IT RESOLVED: That the Newington Town Council hereby recognizes Paul W. Kemp as Newington's Teacher of the Year and extends its sincere congratulations and appreciation to his dedication and commitment to Newington's children.

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

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

VOTE: \_\_\_\_\_

AGENDA ITEM: VI.A.

DATE: 9-24-13

RESOLUTION NO.: \_\_\_\_\_

RESOLVED:

That the Newington Town Council hereby authorizes the Town Manager, John L. Salomone, to enter into an agreement with the Connecticut Health Insurance Exchange d/b/a Access Health CT for funding related to the Access Health CT Assister Program, a copy of which is attached to this resolution.

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

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

VOTE: \_\_\_\_\_

CONNECTICUT HEALTH INSURANCE EXCHANGE dba ACCESS HEALTH CT  
ASSISTER AGREEMENT COVER SHEET

Contract Number: A089	Assister Organization: Newington Human Services	
Address: 131 Cedar Street Newington, CT 06111		
Number of Awards: 1	Total Funding: \$6,000	
Initial Payment: \$5,000	Final Payment: \$1,000	
Main Organization Contact Person: Karen Futoma		
Supervisor(s): Carol LaBrecque	Assister Candidate(s): Rae L. Reardon	Locations: Newington



## IN-PERSON ASSISTER AGREEMENT

THIS IN-PERSON ASSISTER AGREEMENT (this "Agreement") between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut ("AHCT") pursuant to Public Act 11-53, with an office at 280 Trumbull Street, Hartford, Connecticut, 06103 and In-Person Assister Organization identified on the Cover Sheet, and incorporated herein by reference;

WHEREAS, AHCT requires the assistance of an organization with close ties to the community to assist AHCT in reaching out to members of their community to make Connecticut residents aware of the benefits available to them through the Affordable Care Act (ACA) and help them enroll in health care coverage through AHCT;

WHEREAS, the In-Person Assister Organization is community based and possesses experience and qualifications in performing the services described;

WHEREAS, AHCT wishes to engage the In-Person Assister to perform the services described below.

NOW, THEREFORE, the parties agree as follows:

1) Definitions

- a) **NIPA Program:** Navigator and In-Person Assister Program created by AHCT and the Office of the Healthcare Advocate (OHA) to provide educational and enrollment assistance to Connecticut residents.
- b) **In-Person Assister:** In-Person Assister Organization selected to participate in the NIPA Program.
- c) **In-Person Assister Candidate:** Employee or volunteer chosen by In-Person Assister to fulfill In-Person Assister's obligations under to the NIPA Program.
- d) **QHP:** A Qualified Health Plan is a health benefit plan underwritten by an issuer that has received AHCT's approval to be offered through AHCT.

2) Scope of Services. AHCT desires the In-Person Assister to perform, through its In-Person Assister Candidate, and the In-Person Assister agrees to perform, the services specified in Exhibit A (the "Services") for the target population and geographic area specified in In-Person Assister's Response to the RFP.

3) Administration. The individuals in charge of administering this Agreement on behalf of AHCT and the In-Person Assister, respectively, are set forth on Exhibit A.

4) Time of Performance and Term.

- a) The In-Person Assister shall perform and shall direct its In-Person Assister Candidate to perform the Services at such times and in such sequence as may be reasonably requested by AHCT. The In-Person Assister shall comply and shall direct its In-Person Assister Candidate to comply with any timeline or deadlines set forth in Exhibit A.

- b) Except as otherwise set forth in Exhibit A, this Agreement will run from its Effective Date until the Services are completed to the reasonable satisfaction of AHCT, unless sooner terminated in accordance with the provisions herein.

5) Termination.

- a) Notwithstanding any other provision of this Agreement, AHCT may terminate this Agreement at any time pursuant to AHCT's Certification and Decertification Policy, attached to this Agreement as Exhibit C and incorporated by reference herein. AHCT shall notify the In-Person Assister in writing, specifying the effective date of the termination and the grounds for Decertification.
- b) Upon receipt of written notification of termination from AHCT, the In-Person Assister shall immediately cease to perform the Services, and shall return AHCT's computer. The In-Person Assister shall assemble and deliver to AHCT all Records regarding In-Person Assister's enrollment work in the NIPA program in its possession or custody; with the exception of one copy being retained to keep record of obligations, as soon as possible and no later than thirty (30<sup>th</sup>) days following the receipt of a written termination notice.
- c) If the In-Person Assister is decertified and their Agreement with AHCT is terminated, In-Person Assister will not receive their final payment amount set forth on the Cover Sheet.

6) Payment.

AHCT agrees to compensate the In-Person Assister in two payments as set forth on the Cover Sheet.

7) Representations and Warranties. The In-Person Assister represents and warrants to AHCT for itself and its In-Person Assister Candidate as applicable, that:

- a) In-Person Assister Candidate has successfully completed the required criminal background check.
- b) In-Person Assister Candidate has enrolled in the In-Person Assister Outreach Training Program.
- c) In-Person Assister Candidate will successfully complete the required Training Program.
- d) In-Person Assister Candidate will sign the In-Person Assister Program Policies document attached to this Agreement as Exhibit D and incorporated by reference herein.
- e) In-Person Assister Candidate may only perform In-Person Assister work on the computer provided by AHCT, and while performing such work, must comply with all In-Person Assister Program Policies of AHCT.
- f) In-Person Assister Candidate will not recommend specific health insurance options to consumers, and merely educate them regarding health care coverage options available to them pursuant to the ACA, and assist them in completing eligibility and enrollment applications.

8) Insurance.

- a) Before commencing performance of the Services, the In-Person Assister shall obtain and maintain at its own cost and expense for the duration of this Agreement, the following insurance:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
  - ii. Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - iii. Professional Liability: The Contractor shall secure and maintain Errors and Omissions coverage in a form acceptable to AHCT in the minimum amount of One Million Dollars (\$1,000,000) aggregate, with a deductible not to exceed Ten Thousand Dollars (\$10,000.00).
- b) No later than thirty (30) days after the effective date of this Agreement, the In-Person Assister shall furnish to AHCT on a form or forms acceptable to AHCT, a Certificate(s) of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to AHCT for the insurance policies required above. In-Person Assister must contact AHCT if it cannot meet these coverage requirements due to financial hardship. AHCT will consider adaptations to the insurance requirement if appropriate.

9) Indemnification.

- a) The In-Person Assister shall indemnify, defend and hold harmless AHCT, the State and their respective officers, representatives, agents, employees, successors and assigns from and against any and all:
  - i. Claims (as defined below) arising, directly or indirectly, in connection with this Agreement, including any acts of commission and/or any omissions (collectively the "Acts"), of the In-Person Assister or In-Person Assister Agents (as defined below); and
  - ii. Liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Claims, Acts or Agreement. The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any form.
- b) The term "In-Person Assister Agents" means the In-Person Assister's members, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees, volunteers, including In-Person Assister Candidate, or any other person or entity whom the In-Person Assister retains to perform under this Agreement in any capacity.

10) Independent Contractor. The In-Person Assister is an independent Contractor of AHCT. This Agreement shall not create the relationship of employer and employee, a partnership or a joint venture between the In-Person Assister and AHCT. The In-Person Assister shall be solely liable for all wages, benefits and tax withholding for its employees, including In-Person Assister Candidate, and

shall comply with all applicable tax laws. The parties are not an agent to the other, and shall have no authority to bind AHCT.

- 11) Compliance with Laws. The In-Person Assister will comply with all applicable state and federal laws and municipal ordinances in satisfying obligations under this Agreement, including, but not limited to, Connecticut General Statutes ("CGS") Title 1, Chapter 10, concerning the State's Codes of Ethics, CGS Section 42-471, CGS 53a-129a through 53a-129e concerning the State's Penal Code, and 45 CFR 155.260.
- 12) Notice of Special Compliance Requirements. The In-Person Assister shall comply with all provisions set forth on Exhibit B with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, Applicable Executive Orders of the Governor, and the Trafficking Victims Protection Act, and shall comply as applicable with the Cost Principles for State, Local and Tribal Governments, Subcontractor Reporting and Executive Compensation, and General In-Person Assister Registration and Universal Identifier Requirements.
- 13) Confidentiality.
  - a) In-Person Assisters and their In-Person Assister candidates must comply with AHCT's In Person Assister Program Policies attached as Exhibit D.
  - b) The In-Person Assister acknowledges that AHCT is subject to the Connecticut Freedom of Information Act ("FOIA"). As a result, no information provided to AHCT by the In-Person Assister or any In-Person Assister Candidate, regardless of its form, shall be considered confidential, even if marked as such unless the information is privileged pursuant to Connecticut General Statute Sections 1-210 and 38a-1090(b). In no event shall AHCT have any liability for the disclosure of documents or information in its possession which AHCT believes it is required to disclose pursuant to FOIA or any other law.
- 14) Notices. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

**If to AHCT:**

Connecticut Health Insurance AHCT  
280 Trumbull Street  
Hartford, CT 06103  
Attention: General Counsel

**If to the In-Person Assister:**

To the Main Organization Contact name and address listed in the Cover Sheet.

15) Miscellaneous.

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to this Agreement, and waive any objection to venue based on the grounds of *forum non conveniens* or otherwise.
- b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the In-Person Assister may not assign this Agreement or delegate its duties without AHCT's prior written permission. Any other assignment in violation of this provision will be null and void. AHCT may transfer or assign its rights and obligations under this Agreement without the prior written consent of the In-Person Assister. This Agreement shall not be binding on AHCT, and AHCT shall assume no liability for payment for Services, unless and until a copy of the Agreement, executed on behalf of each party, is delivered by AHCT to the In-Person Assister.
- c) If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, provided that neither party would then be deprived of its substantial benefits hereunder.
- d) AHCT and the In-Person Assister shall not be excused from their obligations to perform in accordance with this Agreement except in the case of force majeure events and as otherwise provided for in this Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the In-Person Assister, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the In-Person Assister, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- e) The parties shall not refer to the Services provided to AHCT for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the other parties' prior written approval.
- f) The In-Person Assister shall reasonably cooperate with any and all audit or review of billing by AHCT or any other agency, person or entity acting on behalf of AHCT, and shall, upon written request, provide billing in a format which will facilitate audit or review.
- g) Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be

construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

- h) The parties acknowledge and agree that nothing in any request for proposal or this Agreement shall be construed as a modification, compromise or waiver by AHCT of any rights or defenses or any immunities provided by federal or state law to AHCT or any of its officers and employees. To the extent that this Section conflicts with any other section, this Section shall govern.
- i) The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.
- j) Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, shall survive such expiration and/or termination.
- k) This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, promises, representations, and negotiations, regarding the subject matter of this Agreement.
- l) No amendment or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.
- m) This Agreement may be executed in any number of counterparts and by facsimile signature. All of such counterparts taken together shall, for all purposes, constitute one agreement binding upon all of the parties.

**INTENTIONALLY LEFT BLANK  
SIGNATURES ON NEXT PAGE**

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party.

THE CONNECTICUT HEALTH  
INSURANCE AHCT d/b/a  
ACCESS HEALTH CT



28 AUG 13

\_\_\_\_\_  
Peter Van Loon  
COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of In-Person Assister Organization

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## Exhibit A

### **In-Person Assister NIPA Program Requirements:**

- The In-Person Assister Candidate shall submit to a Criminal Background check and be approved at AHCT's discretion;
- The In-Person Assister Candidate shall enroll and attend AHCT's Training Program;
- The In-Person Assister Candidate shall successfully pass the Training Program examination with a score of 80% or higher;
- The In-Person Assister Candidate shall pick up AHCT provided computer at the First Navigator Regional Meeting (held in each of the 6 Navigator Regions), and sign the required Inventory and Terms of Use Agreement;
- In-Person Assister Candidate shall receive a NIPA Program ID badge at the First Navigator Regional Meeting, and shall have this badge available at all times when working with members of the public;
- In-Person Assister Candidates may only use AHCT computer when helping individuals complete the eligibility application and enrollment for healthcare coverage through AHCT;
- In-Person Assister Candidates must sign and agree to comply with the requirements of AHCT's In-Person Assister Program Policies document attached to this Agreement as Exhibit D and incorporated by reference herein;
- In-Person Assister Candidates must comply with AHCT's Code of Conduct attached to this Agreement as Exhibit E and incorporated by reference herein.

### **The In-Person Assister shall perform the following Services under this Agreement:**

- In-Person Assister must conduct public education activities to raise awareness about AHCT and the health care coverage opportunities available pursuant to the ACA;
- In-Person Assister Candidates must maintain expertise in health care coverage eligibility, enrollment and program specifications;
- In-Person Assister Candidates will educate individuals about Medicaid, the Children's Health Insurance Program (CHIP), Advance Premium Tax Credits (APTC) that can subsidize health insurance premiums and Cost Sharing Reductions (CSRs) available through AHCT;
- In-Person Assister Candidates will inform consumers about the range of QHPs options;
- In-Person Assister Candidate shall meet with individuals and assist them in understanding their options, and help them enroll in healthcare coverage through AHCT that best suits their needs and that they are eligible to participate in;
- In-Person Assister Candidates shall refer individuals to other sources if they need further information or assistance to persons with limited English language proficiency;
- In-Person Assister Candidates will ensure accessibility and usability of their tools and functions for persons with disabilities;
- In-Person Assister Candidates will provide information in a culturally and linguistically appropriate manner;

- In-Person Assister Candidates will engage a minimum of 300 Connecticut residents;
- In-Person Assister Candidates will enroll a minimum of 100 Connecticut residents;
- When enrolling consumers in healthcare coverage through AHCT; the In-Person Assister Candidate must also provide them with the opportunity to register to vote using the process set forth by AHCT in the Training Program and/or the forms provided;
- In-Person Assisters Candidates must file a weekly report with their assigned Navigator using AHCT approved data collection tools.

In-Person Assister Candidates will be evaluated based on the following criteria:

- Weekly reports documenting registrations and enrollments for each In-Person Assister Candidate from AHCT's enrollment portal;
- Weekly reports from In-Person Assister Candidates documenting when an In-Person Assister Candidate declines to work with a Connecticut resident referred to In-Person Assister Candidate by AHCT's portal, including comments;
- Weekly reports submitted by In-Person Assister Candidates through the NIPA website;
- Customer comments on the General Consumer Satisfaction Survey and the specific NIPA Consumer Satisfaction Survey;
- Consumer feedback submitted through other means.

#### Staffing

In-Person Assister will nominate an In-Person Assister Candidate to fulfill its obligations pursuant to this Agreement. In-Person Assister Candidate will be monitored by a designated Supervisor within In-Person Assister, and by their regional Navigator. In-Person Assister Candidate and their Supervisor will be as designated on the Cover Sheet.

#### Administration

The individual in charge of administering this Agreement on behalf of AHCT is Kate Gervais.

The individual in charge of administering this Agreement on behalf of the In-Person Assister will be the Main Organization Contact Person as designated on the Cover Sheet.

#### Deadlines/Timeline

This Agreement shall commence on October 1, 2013 and shall be completed by April 30, 2014.

#### Compensation

The total funding for the In-Person Assister for performance of the services provided pursuant to this Agreement shall be as set forth on the Cover Sheet.

## Billing

In-Person Assister shall be paid the Initial Payment at the commencement of the Agreement, and the Final Payment as set forth in the Cover Sheet. In-Person Assister candidates must return the computer provided by AHCT prior to In-Person Assister receiving the final payment.

## Exhibit B

### A. Nondiscrimination and Affirmative Action

8.1 For purposes of this Section A of this Exhibit B, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of this Agreement;
- iii. "In-Person Assister" and "In-Person Assister" include any successors or assigns of the In-Person Assister or In-Person Assister;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married, widowed, separated or divorced as recognized by the State of Connecticut,;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small In-Person Assister or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include an agreement where each In-Person Assister is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to, any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) The In-Person Assister agrees and warrants that in the performance of the Contract such In-Person Assister will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such In-Person Assister that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the In-Person Assister further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, genetic information, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the In-Person Assister that such disability prevents performance of the work involved; (2) the In-Person Assister agrees, in all solicitations or advertisements for employees placed by or on behalf of the In-Person Assister, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the In-Person Assister agrees to provide each labor union or representative of workers with which the In-Person Assister has a collective bargaining agreement or other contract or understanding and each vendor with which the In-Person Assister has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the In-Person Assister's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the In-Person Assister agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the In-Person Assister agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the In-Person Assister as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the In-Person Assister agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c) Determination of the In-Person Assister's good faith efforts shall include, but shall not be limited to, the following factors: The In-Person Assister's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The In-Person Assister shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The In-Person Assister shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or AHCT and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The In-Person Assister shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the In-Person Assister may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The In-Person Assister agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

**B. Certain State Ethics Requirements.**

- a) For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state In-Person Assisters of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice.
- b) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the In-Person Assister must submit a contract certification annually to update previously-submitted certification forms for state contracts. In-Person Assisters must use the Gift and Campaign Contribution Certification (CT HIX Ethics Form 1) for this purpose, attached as Appendix A. The first of these CT HIX Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and subsequent certifications are due on every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of this Agreement in order for the In-Person Assister to satisfy its obligation to submit the last certification.

C. Applicable Executive Orders of the Governor.

The In-Person Assister shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the In-Person Assister's request, AHCT shall provide a copy of these orders to the In-Person Assister.

D. Trafficking Victims Protections Act of 2000, as amended.

Neither the In-Person Assister nor the In-Person Assister's employees shall:

- i. Engage in severe forms of trafficking in persons during the term of this Agreement;
- ii. Procure a commercial sex act during the term of this Agreement; or
- iii. Use forced labor in the performance of this Agreement.

E. Cost Principles for State, Local and Tribal Governments

As a Subawardee of a federal grant recipient, In-Person Assister is subject to the federal cost principle requirements as set forth in Title 2 Part 225, State, Local, and Indian Tribal Governments (previously A-87), if applicable.

F. Subawardee Reporting and Executive Compensation.

As a Subawardee of a federal grant recipient, In-Person Assister is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subawardees of a federal grant recipient must report information for each first tier subaward of \$25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at [www.fsrs.gov](http://www.fsrs.gov).

G. Central In-Person Assister Registration and Universal Identifier Requirements.

As a Subawardee of a federal grant recipient, In-Person Assister is subject to the requirements of 2 CFR part 25, Appendix A, if applicable.



## **In-Person Assister Program Certification and Decertification Policy**

The Office of the Healthcare Advocate (OHA) is collaborating with Access Health CT, Connecticut's Health Insurance Exchange (AHCT) under the Affordable Care Act (ACA), to design and implement the Navigator and In-Person Assister Program (NIPA). The purpose of this program is to provide in-person education, as well as application and enrollment assistance to individuals and families who apply for health care coverage through the Access Health CT.

The In-Person Assister Program awards funding to organizations that meet the requirements defined in our Requests for Proposals to be an In-Person Assister Organization. Each organization is required to have one designated staff member as their "Assister Candidate," identified in the proposal and contract, to complete all requirements for certification.

Certification enables the Assister Candidate to conduct outreach, education and enrollment activities on behalf of AHCT for the duration of your contract and for the period through which that staff member maintains certification.

### **Certification:**

Assisters must complete the following requirements for certification:

1. Receipt of a contract award letter from the Navigator and In-Person Assister program;
2. Signed contract between assister organization and AHCT;
3. Assister candidate signs In-Person Assister Program Policies, and Code of Conduct;
4. Completion of the required online and in-person training modules;
5. Achievement of 80% or better score on the AHCT final certification exam; and,
6. AHCT Identification Badge with a unique Certification ID number.

### **In-Person Assister Contract Funded Duties:**

In-Person Assister duties include the following pursuant to 45 CFR 155.215:

- Conduct public education activities to raise awareness about AHCT and its programs;
- Maintain expertise in eligibility, enrollment and program specifications;
- Meet the needs of the underserved and vulnerable populations;
- Provide information and services in a fair, accurate and impartial manner including information that acknowledges other health programs;
- Provide information on the range of Qualified Health Plan ("QHP") options and

insurance affordability programs available through AHCT;

- Facilitate selection of a QHP;
- Comply with the privacy and security standards set forth in 45 CFR 155.260, and in AHCT's In-Person Assister Policies;
- Provide referrals for consumers with questions, complaints, or grievances to any applicable office of health insurance ombudsman or any appropriate state agency or agencies;
- Provide information in a culturally and linguistically appropriate manner, including to person with limited English proficiency;
- Ensure accessibility and usability of Navigator tools and functions for persons with disabilities in compliance with the Americans with Disabilities Act.

#### **Standard of Appropriate Behavior**

In-Person Assister Candidates may not engage in any of the following behaviors while working with Connecticut consumers in the NIPA program:

- Sexual or other unlawful harassment;
- Being under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs while providing services on behalf of AHCT;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
- Negligence or improper conduct leading to damage or loss of consumer-owned property or property belonging to AHCT;
- Unauthorized disclosure of personally identifiable information (PII) and/or confidential business information;
- Fighting or threatening violence;
- Disrespectful conduct;
- Repeated instances of disruptive activity as reported by any AHCT consumers or Consumer Support Staff (Navigator and In Person Assister Program Staff, Call Center personnel, other In-Person Assister Candidates, Navigators, Agents or Brokers);
- Falsifying or making unauthorized changes in official AHCT documents;
- Stealing from AHCT or its employees.

#### **Requirements to Maintain Certification:**

Upon achievement of certification, In-Person Assister organizations are required to conduct outreach,

education and enrollment for the target population and geographic area detailed in Assister organization's response to the RFP. In-Person Assister organizations must comply with the In-Person Assister Program Policies, Code of Conduct and the NIPA program's reporting requirements as set forth in the In-Person Assister Agreement. Monitoring and evaluation of In-Person Assister organization's work will be ongoing and conducted by the Navigator and In-Person Assister Program with oversight from Access Health CT and the Office of the Healthcare Advocate.

#### **Decertification Criteria**

The NIPA program is an important component of AHCT's outreach efforts. When conducting their education and enrollment work, In-Person Assisters must uphold the highest standard of conduct, and must comply with AHCT's Code of Conduct and In-Person Assister Program Policies at all times. Failure to comply with these rules will be grounds for decertification from the NIPA program. The following is a list of the grounds for decertification:

- In-Person Assister organization's failure to perform the services specified in their In-Person Assister Agreement;
- In-Person Assister Candidate's failure to comply with the In-Person Assister Program Policies or Code of Conduct;
- In-Person Assister organization's failure to comply with federal and state regulations;
- In-Person Assister Candidate's failure to meet the Standards for Appropriate Behavior set forth above;
- In-Person Assister organization's failure to meet the reporting requirements;
- Termination of the In-Person Assister Candidate's relationship with the In-Person Assister organization;
- Unresolved or ongoing documented consumer complaints.

AHCT will send written notice of decertification to In-Person Assister organizations if their In-Person Assister candidates engage in any of the prohibited activities or behaviors, or fail to comply with the rules of the NIPA Program. Upon notice, In-Person Assister Candidates must immediately return the AHCT computer, and any documents pursuant to their In-Person Assister Agreement. In-Person Assister organizations that have been decertified will not receive their final payment as set forth in their In-Person Assister Agreement.



## IN-PERSON ASSISTER PROGRAM POLICIES

### Conflict of Interest

A conflict of interest is a set of circumstances that create a risk that your judgment or actions in assisting Connecticut residents to enroll in health care coverage through Access Health CT will be influenced by anything other than the client's best interest. In-Person Assister Candidates (employees or volunteers carrying out In-Person Assister Organization's duties pursuant to the In-Person Assister Agreement) and the In-Person Assister Organizations (In-Person Assistors) must remain free of any conflicts of interest while working in the NIPA program. In-Person Assistors must submit a written plan to AHCT detailing how they will remain free of conflicts during their term in the NIPA program.

In-Person Assistors and their In-Person Assister Candidates may not:

- receive any money, commissions, gifts, rebates or prizes from a health insurance issuer or employer for enrolling people in any health plan;
- give out any money, gifts, rebates or prizes to consumers for enrolling in health coverage through Access Health CT;
- be a health insurance issuer, or issuer of stop loss insurance;
- be a subsidiary of a health insurance issuer or issuer of stop loss insurance; or,
- be an association that includes members of, or lobbies on behalf of, the insurance industry.

In-Person Assistors and their In-Person Assister Candidates must disclose to AHCT any relationship they believe may be or may appear to be a potential conflict of interest. Specifically, In-Person Assistors and In-Person Assistors must disclose all business relationships with carriers, even if those relationships are unrelated to plan enrollment and In-Person Assister functions.

In-Person Assistors and their In-Person Assister Candidates must disclose the following:

- any lines of insurance business not listed above;
- any existing employment relationships or any former employment relationships within the last 5 years with any health insurance issuer or stop loss insurance issuer, or subsidiaries of health insurance issuers or stop loss insurance issuers;
- any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance or subsidiaries of a health insurance issuer or issuer of stop loss insurance.

A conflict of interest exists if you either have reason to believe or expect that you, your spouse, a dependent child, a parent, a sibling or a business with which you are associated with will financially benefit from your position as an In-Person Assister Candidate. Your employer's contract with Access Health CT and the services you provide under this contract are not a conflict of interest, so long as you act within the scope of this contract.

To ensure that the public is protected from possible conflicts of interest, Access Health CT will monitor enrollment patterns in the In-Person Assister program to make sure that In-Person Assistors are providing unbiased information to the consumers. If an In-Person Assister Candidate is found to be steering consumers into a certain plan for the purpose of financial or material gain, Access Health CT will document the conflict of interest breach, and take appropriate action.

### Confidentiality, Privacy and Security

By the nature of their work, In-Person Assister Candidates will have access to clients' Personally Identifiable Information ("PII"), which may include client name, address, date of birth, social security number, income and family information. PII may only be used for the purpose of helping clients apply for eligibility in financial assistance programs, and/or enrolling them in health care coverage. PII must be kept confidential and secure by all In-Person Assister Candidates. PII may not be used for any other purpose, nor may it be disclosed to anyone else.

In-Person Assister Candidates must use reasonable operational, administrative, technical and physical safeguards to ensure the confidentiality, integrity and availability of PII, and to prevent unauthorized or inappropriate access, use or disclosure of it. In-Person Assister Candidates must provide a secure, private area when working with clients in order to help maintain the confidentiality of client's PII. In-Person Assister Candidates may not retain any written documents containing clients' PII, and must ensure that any documents containing PII are securely destroyed or disposed of in an appropriate and reasonable manner. All PII must always be shredded or otherwise destroyed before disposing of it. In-Person Assister Candidates may not access clients' personal online accounts with AHCT without the client being present.

AHCT will provide In-Person Assister Candidates with secure laptop computers to use when working with clients to complete applications for eligibility for financial assistance programs and/or for enrollment in health care coverage through AHCT. In-Person Assister Candidates may not use any other device when completing eligibility applications and/or enrollment activities with clients. In-Person Assister Candidates will not be permitted to retain any client information on their laptop computer. In-Person Assister Candidates must keep their laptop computer in good working order, and must keep it secure and safe. If their laptop computer is lost, damaged or stolen, In-Person Assister Candidates must notify AHCT immediately by contacting Danny Cruz at 860.757.5303 or [danny.cruz@ct.gov](mailto:danny.cruz@ct.gov).

In-Person Assister Candidates will be provided with a numbered badge identifying them as a member of the NIPA Program. In-Person Assister Candidates must wear their badges at all times when working with clients. In-Person Assister Candidates will also provide each client with a copy of the program's Notice of Privacy Rights Statement, and will explain the use of PII in the eligibility application and enrollment process to each client.

To help protect the confidentiality, privacy and security of clients' PII, AHCT is instituting the following measures:

- In-Person Assister Candidates will be provided with laptop computers outfitted with appropriate security protections to be used for enrollment work;
- In-Person Assister Candidates may only use the AHCT computer for their work in the NIPA program;
- If the AHCT computer is lost, stolen or damaged, it must be reported to AHCT immediately;
- In-Person Assister Candidates must use the AHCT Professional Portal, and the Symantec VIP multi-factor authentication system when enrolling clients in healthcare coverage through AHCT;
- In-Person Assister Candidates will be solely responsible for maintaining the security of the Symantec VIP multi-factor authentication system by being the exclusive owner of their user id

and password and not disclosing this information to anyone else, and by using the soft token identification numbers provided by the system on their computer each time they log in to the system.

### Ethics

In-Person Assister Candidates recognize that they are being placed in a position of trust, and as such the success of the NIPA program is highly dependent on the ability to gain and maintain, the public's confidence in the program's integrity. In-Person Assister Candidates will not commit any act or do anything which might tend to bring the In-Person Assister Organization, In-Person Assister Candidate or AHCT into public disrepute or ridicule or which may tend to reflect unfavorably on or materially injure the success of the NIPA program. Such acts include but are not limited to acts of dishonesty, theft, misappropriation of property, moral turpitude, or any act injuring, abusing or endangering others.

### Decertification and Criminal and Civil Penalties

AHCT will monitor and audit the work of In-Person Assister Candidates to ensure compliance with this In-Person Assister Program Policies. Any person who knowingly and willfully uses or discloses PII in violation of federal law will be subject to a civil penalty of not more than \$25,000 per person or entity, per use or disclosure pursuant to 45 CFR Section 155.260 (g). Any person who knowingly uses the PII of another person to obtain or attempt to obtain money, credit, goods, services, property or medical information without the consent of such other person has committed Identity Theft pursuant to Connecticut General Statutes Section 53a-129a. A person is guilty of trafficking in PII when such person sells, gives or otherwise transfers the PII of another person to a third person knowing that such information has been obtained without the authorization of such other person and that such third person intends to use such information for an unlawful purpose. Identity Theft and Trafficking in Personal Identifying Information are felonies pursuant to the Penal Code of the State of Connecticut. Failure to safeguard PII used in the course of business shall be subject a civil penalty of five hundred dollars for each violation pursuant to Connecticut General Statutes Section 42-471 (e).

Any In-Person Assister Candidate who discloses Federal Tax Information will be subject to the following penalties under federal law: any disclosure of a federal tax return or return constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the individual or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n) -1.

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SIGNATURE ON NEXT PAGE

I acknowledge that I have the required legal capacity to enter into a legal contract and I understand by signing this In-Person Assister Program Policies document that I will be bound by its terms including the following:

- I accept full responsibility for the use and protection of the password and login for my AHCT Professional Portal account, and for any transactions occurring in my account or through the use of my password and login;
- I agree that AHCT may presume that any action entered by a person using my password and login is authorized by me;
- If I allow a third party to access my AHCT Professional Portal account, I will indemnify and hold AHCT harmless against any liability arising out of claims or suits brought by third parties based upon or relating to such access and use;
- I agree that for our mutual protection, AHCT may monitor and record telephone conversations and/or electronic communications between AHCT and me on behalf of my clients;
- I agree that AHCT reserves the right to eliminate my access to its Professional Portal at any time and at its sole discretion without notice.

In-Person Assister Organization

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In-Person Assister Candidate Signature

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Date

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In-Person Assister Name Printed

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*NOTE: The Code of Ethics listed below was prepared by the Harrison Law Institute for Public Law at the Georgetown University Law Center and disseminated during the annual national Unity conference held by The Center for Sustainable Health Outreach (CSHO) in June 16-19, 2008 in Albuquerque, New Mexico. The theme for the conference designed by and for Community Health Workers was "Community Health Workers: The Winds of Change - From Grass Roots to Ground Breaking Public Health Professionals." The Code of Ethics will be incorporated into the Foundations for Community Health Work text book developed by City College/Community Health Works in San Francisco.*

## **Code of Ethics for Community Health Workers**

A Community Health Worker (CHW) is a frontline public health worker who is a trusted member of and/or has an unusually close understanding of the community she or he serves. This trusting relationship enables the CHW to serve as a liaison/link/intermediary between health/social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery. A CHW also builds individual and community capacity by increasing health knowledge and self-sufficiency through a range of activities such as outreach, community education, informal counseling, social support, and advocacy.

### **Purpose of this Code**

The Community Health Worker Code of Ethics is based on and supported by the core values adopted by the American Association of Community Health Workers. The Code of Ethics outlined in this document provides a framework for Community Health Workers, supervisors, and employers of Community Health Workers to discuss ethical issues facing the profession. Employers are encouraged to consider this Code when creating Community Health Worker programs. The responsibility of all Community Health Workers is to strive for excellence by providing quality service and the most accurate information available to individuals, families, and communities.

The Code of Ethics is based upon commonly understood principals that apply to all professionals within the health and social service fields (e.g. promotion of social justice, positive health, and dignity). The Code, however, does not address all ethical issues facing Community Health Workers and the absence of a rule does not imply that there is no ethical obligation present. As professionals, Community Health Workers are encouraged to reflect on the ethical obligations that they have to the communities that they serve, and to share these reflections with others.

### **Article 1. Responsibilities in the Delivery of Care**

Community Health Workers build trust and community capacity by improving the health and social welfare of the clients they serve. When a conflict arises among individuals, groups, agencies, or institutions, Community Health Workers should consider all issues and give priority to those that promote the wellness and quality of living for the individual/client. The following provisions promote the professional integrity of Community Health Workers.

#### **1.1 Honesty**

Community Health Workers are professionals that strive to ensure the best health outcomes for the communities they serve. They communicate the potential benefits and consequences of available services, including the programs they are employed under.

**1.2 Confidentiality**

Community Health Workers respect the confidentiality, privacy, and trust of individuals, families, and communities that they serve. They understand and abide by employer policies, as well as state and federal confidentiality laws that are relevant to their work.

**1.3 Scope of Ability and Training**

Community Health Workers are truthful about qualifications, competencies and limitations on the services they may provide, and should not misrepresent qualifications or competencies to individuals, families, communities, or employers.

**1.4 Quality of Care**

Community Health Workers strive to provide high quality service to individuals, families, and communities. They do this through continued education, training, and an obligation to ensure the information they provide is up to date and accurate.

**1.5 Referral to Appropriate Services**

Community Health Workers acknowledge when client issues are outside of their scope of practice and refer clients to the appropriate health, wellness, or social support services when necessary.

**1.6 Legal Obligations**

Community Health Workers have an obligation to report actual or potential harm to individuals within the communities they serve to the appropriate authorities. Additionally, Community Health Workers have a responsibility to follow requirements set by states, the federal government, and/or their employing organizations. Responsibility to the larger society or specific legal obligations may supersede the loyalty owed to individual community members.

**Article 2. Promotion of Equitable Relationships**

Community Health Workers focus their efforts on the well-being of the whole community. They value and respect the expertise and knowledge that each community member possesses. In turn, Community Health Workers strive to create equitable partnerships with communities to address all issues of health and well-being.

**2.1 Cultural Humility**

Community Health Workers possess expertise in the communities in which they serve. They maintain a high degree of humility and respect for the cultural diversity within each community. As advocates for their communities, Community Health Workers have an obligation to inform employers and others when policies and procedures will offend or harm communities, or are ineffective within the communities where they work.

**2.2 Maintaining the Trust of the Community**

Community Health Workers are often members of their communities and their effectiveness in providing services derives from the trust placed in them by members of

these communities. Community Health Workers do not act in ways that could jeopardize the trust placed in them by the communities they serve.

**2.3 Respect for Human Rights**

Community Health Workers respect the human rights of those they serve, advance principles of self-determination, and promote equitable relationships with all communities.

**2.4 Anti-Discrimination**

Community Health Workers do not discriminate against any person or group on the basis of race, ethnicity, gender, sexual orientation, age, religion, social status, disability, or immigration status.

**2.5 Client Relationships**

Community Health Workers maintain professional relationships with clients. They establish, respect and actively maintain personal boundaries between them and their clients.

**Article 3: Interactions with Other Service Providers**

Community Health Workers maintain professional partnerships with other service providers in order to serve the community effectively.

**3.1 Cooperation**

Community Health Workers place the well-being of those they serve above personal disagreements and work cooperatively with any other person or organization dedicated to helping provide care to those in need.

**3.2 Conduct**

Community Health Workers promote integrity in the delivery of health and social services. They respect the rights, dignity, and worth of all people and have an ethical obligation to report any inappropriate behavior (e.g. sexual harassment, racial discrimination, etc.) to the proper authority.

**3.3 Self-Presentation**

Community Health Workers are truthful and forthright in presenting their background and training to other service providers.

**Article 4. Professional Rights and Responsibilities**

The Community Health Worker profession is dedicated to excellence in the practice of promoting well-being in communities. Guided by common values, Community Health Workers have the responsibility to uphold the principles and integrity of the profession as they assist families to make decisions impacting their well-being. Community Health Workers embrace individual, family, and community strengths and build upon them to increase community capacity.

- 4.1 Continuing Education**  
Community Health Workers should remain up-to-date on any developments that substantially affect their ability to competently render services. Community Health Workers strive to expand their professional knowledge base and competencies through education and participation in professional organizations.
- 4.2 Advocacy for Change in Law and Policy**  
Community Health Workers are advocates for change and work on impacting policies that promote social justice and hold systems accountable for being responsive to communities. Policies that advance public health and well-being enable Community Health Workers to provide better care for the communities they serve.
- 4.3 Enhancing Community Capacity**  
Community Health Workers help individuals and communities move toward self-sufficiency in order to promote the creation of opportunities and resources that support their autonomy.
- 4.4 Wellness and Safety**  
Community Health Workers are sensitive to their own personal well-being (physical, mental, and spiritual health) and strive to maintain a safe environment for themselves and the communities they serve.
- 4.5 Loyalty to the Profession**  
Community Health Workers are loyal to the profession and aim to advance the efforts of other Community Health Workers worldwide.
- 4.6 Advocacy for the Profession**  
Community Health Workers are advocates for the profession. They are members, leaders, and active participants in local, state, and national professional organizations.
- 4.7 Recognition of Others**  
Community Health Workers give recognition to others for their professional contributions and achievements.



# CONNECTICUT HEALTH INSURANCE EXCHANGE

## NONDISCRIMINATION CERTIFICATION – Representation

By Entity

For Contracts Valued at Less Than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

### INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with **The Connecticut Health Insurance Exchange** valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to **The Connecticut Health Insurance Exchange** prior to contract execution.

### REPRESENTATION OF AN ENTITY:

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



AGENDA ITEM: VI.B.

DATE: 10-8-2013

RESOLUTION NO.: \_\_\_\_\_

WHEREAS, AFSCME Local 2930 membership ratified the proposed FY 2012-2013 through FY 2015-2016 labor contract on September 14, 2013; and

WHEREAS, after said ratification by the membership the proposed contract would be considered for Town Council approval;

NOW THEREFORE BE IT RESOLVED, that the Newington Town Council hereby approves the proposed AFSCME Local 2930 contract for fiscal years 2012 - 2013 through 2015 - 2016, and authorizes the Town Manager to execute said contract on behalf of the Town.

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

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

VOTE: \_\_\_\_\_





John Salomone  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: John Salomone, Town Manager  
Date: October 03, 2013  
Re: Review of Purchasing Process

---

Per Councilor Bottalico's request, there will be an item on the October 8, 2013 Council agenda to discuss the attached email and for the Town Manager to review the Town's purchasing process.

Attach.

**From:** Salomone, John  
**Sent:** Tuesday, September 24, 2013 3:10 PM  
**To:** DelBuono, Beth  
**Cc:** DL Town Council Staff; Baron, Jeff; Harter, Ann; Trevethan, Jaime  
**Subject:** Re: Questions

Beth,  
There are two housing agencies in the town of Newington. They are both contained in Chapter 59 titled housing agencies in the code of ordinances for the town. The chapter describes the duties of the agency as well as the appointment of members. I have provided a file attachment which contains chapter 59 for your review

As for information on your second question I offer the following. These purchases of materials and services really shouldn't be called no bid. These purchases are below the charter threshold of \$30,000. Depending on the product or services and the amount formal quotes are obtained.

Every item above \$30 must have a purchase order unless it's postage advertising utilities etc. between 15,000 to 25000 the department must obtain quotes, verbal or written unless waived by the town Manager or purchasing agent.

The third step would be purchases between \$25,000 and \$29,999 and require formal quotes unless waived by the town manager. At \$30,000 and above does require formal competitive bids.

It is department head's responsibility to obtain a competitive price for goods and services. The department head is assisted by the purchasing agent and other staff who may have expertise in the item or service to be purchased. The finance department would also review said purchases to ascertain whether they meet the various requirements. A competitive price could contain many variables which makes it difficult to give a simple response. For example, A product might be slightly higher purchase price but the delivery date is quicker and meets the department's requirements. Also, based on past experience ,The department head might be familiar with the quality of said good or service and be able to document these attributes.

In my brief summary I would say that there is a triage approach to purchases. The department head in conjunction with the purchasing agent and finance department collaborate to achieve the best product at a competitive price based on variables that are too many to list in this brief explanation

John

John Salomone

On Sep 24, 2013, at 1:01 PM, "DelBuono, Beth" <[BDelBuono@NewingtonCT.Gov](mailto:BDelBuono@NewingtonCT.Gov)> wrote:

Hi John,

I have a few questions I am hoping you can either answer or point me in the right direction.

Cathy Hall is serving on an affordable housing committee. What is the makeup of that committee.....in other words how are people chosen to serve on that committee?

Also, can you let me know how department heads decide what companies are given the no-bid work? I am wondering how we decide which company is best to do business with and how often we re-look at those decisions.

Thanks,

Beth A. DelBuono M.A., CCC-SLP  
Town Councilor  
Newington, CT



John Salomone  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: John Salomone, Town Manager  
Date: October 04, 2013  
Re: CEN Broadband Update

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Per the request of Councilor Borjeson, there will be an item on the Council agenda to discuss the Town's use of high speed internet circuits provided to various educational institutions, and non-profits via the Connecticut Educational Network (CEN). Please see attached letter from Chief Information Officer Paul Boutot for more information. Mr. Boutot will be in attendance at the October 8 Town Council meeting to discuss this item.

Attach.



John Salomone  
Town Manager

# TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

## Information Technology

Paul G. Boutot  
Chief Information Officer

October 04, 2013

Mr. John Salomone,

As you are aware, I have been working for many years on behalf on the Town of Newington and my professional organization, CT-GMIS, to secure authorization to use the high speed Internet circuits provided to educational institutions, libraries and other non-profits via the Connecticut Educational Network (CEN). Unfortunately, those efforts did not pan out. The major obstacle being e-rate language tied to the program. Schools, libraries and certain non-profits qualified and local or state entities did not.

A few years back the Connecticut Department of Information Technology, in partnership with other state agencies, proposed to significantly upgrade and expand the state's existing broadband infrastructure in an effort to improve public safety and educational services.

The project had three components. First, deploy over 5,500 miles of new fiber infrastructure, including 113 hub sites in predominantly underserved areas. Second, work with Connecticut Public Safety Services Data Network (PSSDN) to integrate statewide data network at more than 540 public safety facilities that serve more than 25,000 first responders. Third, engage the Connecticut Educational Network (CEN) to bring broadband service to educational institutions and libraries at speeds up to 1 Gbps.

Again, CT-GMIS members, CCM, Town Managers and others worked hard to get "municipal facilities" included in this project. This time around we had an opening. The BTOP grant the state received specifically prohibited exclusion of entities and did not have an e-rate clause.

I am pleased to inform you that "municipal facilities" are now authorized by state statute to share connections to the Internet and each other's municipality through the state's upgraded fiber network. The inclusion of "and municipality facility" in the commissions connectivity responsibilities is a subject that CT GMIS has long advocated for and all our members are very pleased.

Although access to the fiber optic network is not free, services are being offered at a significant cost savings to municipal entities wishing to participate. At my request CEN provided me with a price quote to provide us with a 100Mbps Internet circuit. The price quoted for the service was lower than what we currently pay our ISP for 10Mbps.

I feel this is a great opportunity for all Connecticut municipalities and recommend participating in this program.

We are currently working with CEN on obtaining the required amount of IP addresses to move our services. Once everything is in place I will be providing your office with a Memorandum of Understanding that will need to be signed in order to activate the new service.

If you have any questions or would like to learn more about the CT Nutmeg Network please feel free to contact me.

Regards,

Paul G. Boutot, CGCIO  
Chief Information Officer  
Information Technology  
[pboutot@newingtonct.gov](mailto:pboutot@newingtonct.gov)

Town of Newington  
131 Cedar Street, L106  
Newington, CT. 06111  
860-594-6256

AGENDA ITEM: IX

DATE: 10-8-13

RESOLUTION NO. \_\_\_\_\_

RESOLVED:

That property tax refunds in the amount of \$2,413.98 are hereby approved in the individual amounts and for those named on the "Requests for Refund of an Overpayment of Taxes," certified by the Revenue Collector, a list of which is attached to this resolution.

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

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

VOTE: \_\_\_\_\_

**TAX REFUNDS – October 8, 2013**

Michael Gay 82 Cedar Ridge Road Newington, CT 06111	\$113.67
Syed Ahmad 32 Robin Brooke Dr. Newington, CT 06111	\$8.44
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$420.55
Robert Thiele 18 Colby Circle Newington, CT 06111	\$22.77
Robert Minelli 128 E. Robbins Ave. Newington, CT 06111	\$382.04
Motorlease Corporation 1506 New Britain Avenue Farmington, CT 06032	\$229.57
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$28.28
JP Morgan Chase 900 Stewart Ave. NY2-S503 Attn: Constance Garden City, NY 11530	\$357.89
Toyota Motor Credit Corporation 19001 S. Western Ave. Attn: Product Operations WF 21 Torrance, CA 90509	\$40.36
Aarika F. Guerrette 14 Deer Rock Road Amston, CT 06231	\$62.21
Dino A. Papa 60 Linwood Ave. Newington, CT 06111	\$60.87
John & Harriet Austin 163 Nicholson Street Newington, CT 06111	\$638.96
Ninel Shelkova 65 Webster Court Newington, CT 06111	\$13.86
Toyota Motor Credit Corp. 19001 S. Western Ave. Attn: Product Operations WF 21 Torrance, CA 90509	\$34.51
<b>Total</b>	<b>\$2,413.98</b>