

Eastern Highlands Health District
Board of Directors Regular Meeting*
Agenda
Thursday October 19, 2023, 4:30 PM
1712 Main Street, Coventry
Town Hall Annex

Call to Order – Welcome our guest Jim Drumm, Coventry Town Manager

Approval of Minutes (August 17, 2023)

Public Comments

Old Business – None

New Business

1. Proposed 2024 Regular Meeting Schedule
2. Workforce Development Grant Contract

Subcommittees

3. Personnel Committee – Director of Health Performance review (no attachment)
Executive Session – Personnel in accordance with CGS 1-200(6)(a), Director of Health Performance Review
4. Board action on Director’s review and adjustments to compensation (no attachment)

Town Reports

Directors Report

5. Sport and game club – Rabies Investigation
6. New Weekly Viral Respiratory Disease Summary
7. Residential Radon Testing Program
8. COVID-19 test kit distribution program
9. General Public and Homebound COVID-19 vaccination program concluded
10. Preventative Health Strategies at Work in Connecticut grant award

Communications/other

11. Hartford Courant re: “Exactly how safe is your water?” – PFAS
12. CT Mirror re: “CT Towns, desperate to fill technical jobs, scramble for workers”
13. Gov. Lamont re: Health.ct.gov
14. CT Mirror re: “Inside the cyberattack at Prospect Medical Holdings’ CT hospitals”
15. R Miller re: Eastern Equine Encephalitis
16. Patch re: “Tested Mosquitos in Tolland, Mansfield, Willington Prompt EEE Warning”
17. R Miller re: Businesses Offering Food that is Temperature Controlled for Safety

18. The Chronicle re: "Parish Hill closes early Thursday, limits water usage Friday
19. CAES re: Risk of Mosquito-Borne Disease Continues
20. FDA re: Updated mRNA COVID-19 Vaccines
21. EHHD re: West Nile Virus
22. Dr. Dardick re: Letter to the Editor (correction)
23. Patch re" "Mosquitos In Willington, Mansfield Test Positive For WNV"
24. CRCOG re: Natural hazard mitigation plan
25. CT DPH re: Student Vaccination Process
26. R Miller re: Town of Coventry Application for 2023 STEAP Grant
27. CT DPH re: four cases of Powassan virus

Adjournment

Next Board Meeting – December 14, 2023 (FY 24/25 budget presentation)

***Virtual Meeting Option:** In accordance with PA 21-2 §149, meeting participants may also attend virtually. Please email mbrosseau@ehhd.org or call 860-429-3325 by 3:00 PM on the day of the meeting to receive instructions for how to view, listen, or comment live. A video recording of the meeting will be available at EHHD.ORG within seven (7) days after the meeting.

Public comment will be accepted by email at mbrosseau@ehhd.org or by USPS mail at 4 South Eagleville Road, Mansfield, CT 06268 and must be received by 3:00 PM on the day of the meeting to be shared at the meeting (public comment received after the meeting will be shared at the next meeting).

Eastern Highlands Health District
Board of Directors Regular Meeting Minutes

Thursday, August 17, 2023

Members present: E. Anderson (Andover), R. Aylesworth (Mansfield - Virtual), M. Capriola (Mansfield - Virtual), J. Elsesser (Coventry), H. Evans (Mansfield - Virtual), J. Rupert (Bolton), D. Walsh (Coventry - Virtual), E. Wiecenski (Willington - Virtual)

Staff present: R. Miller, M. Brosseau, K. Dardick, A. Backhaus

Town Reports

Andover – E. Anderson informed the board that they will be breaking ground on the Community Center. Additionally, RiMaConn is coming through the town of Andover.

Bolton – J. Rupert reported that there is no blue-green algae in the lake; Indian Notch will close to the public after this week. Connectivity grant trail is expected to be done by the end of the summer. The heritage farm trail efforts continue. He also reported that a temporary building will be going up for town staff to work out hopefully beginning late October.

Mansfield – R. Aylesworth reported that work continues toward finding a resolution to the high copper issue at the new elementary school. R. Aylesworth informed the board that a comprehensive facilities study is being done and EHHD is included in the study. R. Aylesworth also noted that the PZC has instituted a 6 month moratorium on high density development.

J. Elsesser called the meeting to order at 4:48 pm

Coventry – J. Elsesser informed the board that tomorrow is his last day as town manager. Jim Drumm will start next week. J. Elsesser updated the board on water projects in the town funded by DPH. Additionally, he updated the board on the sewer projects involving extending into Manchester and a potential run into Windham. Other grants include a grant for the Bunker Hill Bridge project and a STEAP grant for improvements at Patriots park. J. Elsesser reported that the bid process has started for the ventilation improvement project at Coventry High School. D. Walsh informed the board that a ribbon cutting for the renovated library will be held September 8th.

Approval of Minutes E. Anderson made a MOTION seconded by J. Rupert to accept the minutes of the June 15, 2023 meeting as presented. MOTION passed unanimously.

Per Capita Grant in Aid Funding Application for SFY 2024 – Ratification

R. Miller provided an overview of the grant and how the funding will be utilized.

E. Anderson made a MOTION seconded by D. Walsh to ratify the submittal of the Eastern Highlands Health District’s Fiscal Year 2023/2024 State of Connecticut Department of Public Health Per Capita Funding Application as presented August 17, 2023. MOTION PASSED unanimously.

Immunization Supplemental Grant Authorization

E. Anderson made a MOTION seconded by J. Rupert to authorize the Director of Health to negotiate and execute the subsequent grant contract with the State of Connecticut for Funding for Immunization and Vaccines for Children COVID-19 Supplements. MOTION

PASSED unanimously. R. Miller noted that given the short budget period it will be difficult to spend down this grant. The state is aware.

Childhood Lead Protection Funding Application Authorization

E. Anderson made a MOTION seconded by D. Walsh to authorize the Director of Health to accept this funding and submit the ARPA Funding Application, dated August 4, 2023, indicating so. MOTION PASSED unanimously. R. Miller expressed concern that funding will be inadequate.

Tolland Employee Wellness Service Agreement – Ratification

E. Anderson made a MOTION seconded by D. Walsh to ratify the Town of Tolland/Eastern Highlands Health District Employee Wellness Service Agreement, as presented August 17, 2023. MOTION PASSED unanimously.

Finance Committee – Financial Report period ending 6/30/2023

R. Miller reported that the finance committee met, reviewed and passed a MOTION to accept the financial report as presented.

Personnel Committee

Director of Health Annual Performance Review Timeline

R. Miller informed the board of the timeline. The survey will be distributed sometime next week; responses are requested by September 11.

Sanitarian staff pay adjustment

R. Miller reported that the personnel committee met and passed a motion "to recommend the Board of Directors authorized the Director of Health to award a 7.6% increase in the base rate for the subject sanitarian, effective August 12, 2023". J. Rupert made a MOTION, seconded by E. Anderson to award a 7.6% increase in the base rate for the subject sanitarian, effective August 12, 2023. Discussion ensued. J. Rupert expressed his concern of alienating the long term employee who earned their current rate of pay through hard work and years of service. A friendly amendment was made to the Motion. The amended motion was made by J. Rupert, seconded by E. Anderson to award a 7.6% increase in the base rate for the subject sanitarian, and increase the level of pay of the second sanitarian an additional \$500 per year as a market adjustment, effective August 12, 2023. MOTION PASSED unanimously.

Environmental Health Inspector position

R. Miller presented background leading to the development of the plan, an overview of the plan and financial implications. R. Miller reported that the Personnel Committee met and reviewed the plan and passed the following MOTION to make the following recommendation to the board of directors: (1) authorize the Director of Health to implement the Environmental Health Inspector Retention Plan dated July 31, 2023, (2) approve the "AVERAGE" pay range for the Environmental Health Inspector Classification as specified in the document titled "FY2021/2022 Salary Survey and FY2022/2023 Approved Broadband

Pay Ranges”, (3) approve the proposed budget amendments as presented on August 17, 2023 for a total appropriation increase of \$15,375 in authorized spending for FY23/24”.

E. Anderson made a MOTION, seconded by J. Rupert to (1) authorize the Director of Health to implement the Environmental Health Inspector Salary Plan dated July 31, 2023, (2) approve the “AVERAGE” pay range for the Environmental Health Inspector Classification as specified in the document titled “FY2021/2022 Salary Survey and FY2022/2023 Approved Broadband Pay Ranges”, (3) approve the proposed budget amendments as presented on August 17, 2023 for a total appropriation increase of \$15,375 in authorized spending for FY23/24”. MOTION PASSED unanimously.

Directors Report

Workforce Development Grant- Update

R. Miller informed the board that a work plan must be submitted by the end of the month. Receipt of the funding is expected in November 2024, with the spending period extending to November 2027.

Dr. Dardick informed the board the COVID levels remain low, but are increasing. The vaccine that will be available in the fall is a monovalent vaccine that will protect against the Omicron variant. This will not be combined with the flu vaccine. Dr. Dardick recommends waiting until late September or early October to get your flu vaccine. A new vaccine will be available to protect against RSV. Versions of the vaccine will be available for children and adults.

Quarterly activity report, period ending 6/30/2023

R. Miller reported on the following:

It is still unknown if the Block grant will be awarded.

There will be changes in our vaccination program. The free source of COVID 19 vaccine will soon no longer be available so our clinics will stop. We will be doing child flu vaccination clinics. And we are now enrolled in Medicare so we can bill individuals for vaccine administration. This would allow the district to put the money toward buying additional vaccine and growing the vaccination program.

Communication/Other

R. Miller reported that he has been nominated to serve on a state Opioid Settlement Advisory Committee.

J. Elsesser note that he will be remaining on the Board after his retirement.

Adjournment

J. Rupert made a MOTION, seconded by E. Anderson to adjourn the regular meeting at 6:05pm. MOTION PASSED unanimously.

Next Board Meeting – October 19, 2023, 4:30 PM

Respectfully submitted,

Robert Miller

Secretary



Eastern Highlands Health District

4 South Eagleville Road • Mansfield CT 06268 • Tel: (860) 429-3325 • Fax: (860) 429-3321 • Web: www.EHHD.org

Memo

To: Board of Directors
From: Robert L. Miller, Director of Health
Date: 10/16/2023
Re: Proposed 2024 Regular Meeting Schedule

Respectfully submitted for your review and approval is the proposed regular meeting schedule for 2024 calendar year:

- January 18 (Typically, Budget Public Hearing)
- February 15
- April 18
- June 20
- August 15
- October 17 (Jewish Holiday, Sukkot)
- December 12

The time of each meeting will be scheduled for 4:30 pm. The Coventry Town Hall Annex will be booked as the physical location for these meetings, with the understanding that a virtual option may be provided for these meetings until such time board leadership determines it is appropriate to go back to full in-person meetings. (With the exceptions of December 12, all dates fall on the third Thursday of the Month.)

Recommended Motion: Move to adopt the Eastern Highlands Health District Board of Directors 2024 regular meeting schedule as presented.



Eastern Highlands Health District

4 South Eagleville Road ♦ Mansfield CT 06268 ♦ Tel: (860) 429-3325 ♦ Fax: (860) 429-3321 ♦ Web: www.EHHD.org

Memorandum

To: Board of Directors

From: Robert Miller, Director of Health

Date: 10/13/2023

Re: Public Health Workforce Development Grant

Background

Attached for your information and review is the *draft* contract with the Connecticut Department of Public Health (DPH) for the Public Health Workforce Development Grant. These funds are part of a 30 million dollar award from the CDC to the CT DPH. The primary objective of these funds are to build and sustain a sufficiently sized public health workforce that is well-trained, and prepared to respond to new public health issues as they emerge. The total award for our Health District is \$229,467 over a four year grant period.

For our part, the agency work plan focuses primarily on the retention of current staff positions, and access to professional development and training opportunities. The specific work plan can be found on page 3 and 4 of the attached document. The program budget primarily extends funding for three part-time pandemic grant funded staff through November 2027. The budget also funds professional memberships, and attendance at professional conferences. The budget, which has been preliminarily approved by DPH, can be found on pages 26 and 27 of the attached document.

Recommendation

No matching funds are obligated in this contract. This funding would materially advance agency activities to retain staff currently funded by pandemic related grants, and improve access to professional development and training opportunities for all staff, as part of our broader efforts to support and sustain our local public health workforce. Authorization to negotiated final contract terms, and execute the subsequent grant contract with the State of Connecticut DPH is recommended.

If the board concurs then the following motion is respectfully recommended: *Move, to authorize the Director of Health to negotiate and execute final terms for the Public Health Workforce Development grant contract with the State of Connecticut Department of Public Health, contract number DHP20240054PSA.*

**DEPARTMENT OF PUBLIC HEALTH
CONTRACTS MANAGEMENT SECTION
410 Capitol Avenue, Hartford, CT 06134**

Contract Summary

	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	CONTRACT NUMBER	DPH20240054PSA
NAME OF CONTRACTOR	Eastern Highlands Health District		
SOURCE OF FUNDING Public Health Infrastructure Grant Program	DPH PROGRAM Public Health Workforce Development	PROGRAM STAFF Susan Hacking	
CONTRACT PERIOD	(From - To) November 01, 2023 to November 30, 2027	CONTRACT TOTAL	\$229,467.00
BRIEF DESCRIPTION OF SERVICE	Contractor shall: 1. Recruit and hire new public health staff; 2. Retain public health staff; 3. Support and sustain the public health workforce; 4. Train new and existing public health staff; and		
If Amendment, amount of Amendment and reason for Amendment.	N/A		
What organizations are these funds going to	Fund remains with the contractor		

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08 (electronic version)

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER**

DPH20240054PSA

- THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S.

CONTRACTOR	(3) CONTRACTOR NAME Eastern Highlands Health District	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	ADDRESS 4 South Eagleville Road	CONTRACTOR FEIN/SSN- SUFFIX 061-49-8232

STATE AGENCY	(5) AGENCY NAME AND ADDRESS State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308
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CONTRACT PERIOD	(6) DATE (FROM) 11/01/23	THROUGH (TO) 11/30/27	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. DPH20240054PSA <input type="checkbox"/> NEITHER
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CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)	(8) REQUIRED NO. OF DAYS WRITTEN NOTICE 90
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) A. (Eastern Highlands Health District), hereinafter the "Contractor", shall provide services to the Department of Public Health, hereinafter the "Department" or "Agency", as described in this Agreement.
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to the schedule in Section H.2 of this Contract. The total amount of this Contract shall not exceed \$229,467.00
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(11) OBLIGATED AMOUNT	\$229,467.00
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(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) CHARTFIELD 1	(19) PROJECT/ GRANT	(20) BUDGET REFERENCE	(21) CFDA
\$229467.00	12060	DPH48560	23186	42006	51230	161102	DPH23186WFD 2023		93.967

An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(22) STATUTORY AUTHORITY CGS §§ 4-8, 19a-2a
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The Contractor herein IS NOT a Business Associate under HIPAA

(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE

(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE

(25) DEPARTMENT OF PUBLIC HEALTH LEGAL OFFICE	TITLE	DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)

This PSA having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 6/29/2023, as may be amended from time to time.

TERMS/CONDITIONS

EXECUTIVE ORDERS AND OTHER ENACTMENTS

- i) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided in Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- j) This Contract is subject to 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 and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- k) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders reference in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

NON-DISCRIMINATION

- i) For purposes of this Section, 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 the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 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 physiologic 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 as recognized by the state of Connecticut, widowed, separated or divorced;
 - 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 contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is 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 a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- j) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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 Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided to the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and account concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract the Contractor 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.
- k) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment or 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.
- l) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- m) The Contractor 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 such provisions shall be binding on a subcontractor vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.
- n) The Contractor 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.
- o) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- p) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.
- q) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line: _____

INSURANCE Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, 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, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- iii) Professional Liability: \$1,000,000 limit of liability. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.

TAX LIABILITY The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

B. Definitions:

1. **Breach:** except as otherwise defined in Section NN herein, the term breach shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
2. **Centers for Disease Control and Prevention (CDC):** a federal agency that conducts and supports health promotion, prevention, and preparedness activities in the United States, with the goal of improving overall public health.
3. **Claims:** all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
4. **Contractor Parties:** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
5. **Financial Incentives:** payments or concessions to Contractor's staff that may include retention or other bonuses, promotional pay, overtime or differential pay, student loan repayment, benefit increases, and licensing or other professional fee reimbursements.
6. **Notice of Funding Opportunity: Strengthening U.S. Public Health Infrastructure, Workforce, and Data System, CDC-RFA-OE22-2203 (NOFO):** the funding source and guiding document issued by the CDC Center for Surveillance, Epidemiology, and Laboratory Services for funds issued to state and local health departments to support public health workforce development, infrastructure and data systems.
7. **Public health staff or workforce:** Contractor's staff, whether employees or contractors, engaged by the Contractor within a broad range of public health positions in public health topic areas.
8. **Strengthening U.S. Public Health Infrastructure, Workforce, and Data System Funds:** the funds awarded from the CDC to state and local health departments through its Public Health Infrastructure Grant Program to support public health workforce development, infrastructure and data systems.

C. Workforce Strengthening Activities:

1. Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Funds shall be used by the Contractor to perform the following key activities:
 - a. Recruit and hire new public health staff;
 - b. Retain public health staff;
 - c. Support and sustain the public health workforce;
 - d. Train new and existing public health staff; and
2. The Contractor shall implement the key activities in accordance with the Activity Plan in **Section D.**

D. Activity Plan:

The Contractor shall conduct the following activities and include the reporting requirements details in the reports required under **Section F.**

- a. Recruit and hire new public health staff.

Activity	Reporting Requirements
1. Hire public health staff to support Contractor's public health workforce.	Number of public health staff hired by the Contractor during the contract period and compensation for each new hire.
2. Expand and improve Contractor's recruitment efforts to reach wide and diverse pools of potential applicants.	List and cost of Contractor's recruitment efforts used to reach potential applicants.
3. Offer Contractor's staff financial incentives to attract new talent.	<p>Number, type and costs of financial incentives used as part of Contractor's incentives for new hires.</p> <p>List of staff receiving the incentives, corresponding amounts for each and, if applicable, any conditions of receipt (e.g., minimum employment duration).</p>
4. Establish or expand paid internships, fellowships and apprenticeships as part of Contractor's workforce.	<p>Number, type and description of paid internships, fellowships or apprenticeships established by the Contractor.</p> <p>Cost and nature of expansions for paid internships, fellowships or apprenticeships.</p> <p>Number of individuals participating during the reporting period in each of the programs established or expanded.</p> <p>Costs associated with each new program or expansion.</p>
5. Support Contractor's staff time for staff to mentor or serve as formal preceptors for paid or unpaid interns, fellows, or apprentices in Contractor's workforce.	Total of funds used to pay staff time dedicated to mentoring or serving as formal preceptors.

b. Retain public health staff.

Activity	Reporting Requirements
1. Transition Contractor's staff from other funding source(s) to funding under this grant.	Number of employees transferred to this grant and compensation allocated for each.
2. Offer financial incentives to retain Contractor's staff.	<p>Number, type and costs of financial incentives used to retain staff.</p> <p>List of staff receiving the incentives, corresponding amounts for each, and, if applicable, any conditions of receipt (e.g., minimum continued employment duration).</p>
3. Provide equipment, software licenses, or other support services to increase or improve Contractor's employees' remote	Type and cost of equipment, software, and services purchased.

work and telework experiences.	
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c. Support and sustain the public health workforce.

Activity	Reporting Requirements
Provide funding to expand Contractor's employees' involvement in professional networks and peer groups (e.g., payment of workshop fees or professional memberships).	List and costs of workshops and professional development activities. Number of employees participating in each workshop or benefitting from payment of professional membership fees.

d. Train new and existing public health staff.

Activity	Reporting Requirements
1. Utilize health education specialists, instructional designers, or other Contractor staff with training development skills to support the training needs of Contractor's public health staff.	Number of and type of personnel utilized for this work. Type of support provided for training needs and associated costs.
2. Revise and upgrade Contractor's existing training programs to improve their quality or relevance for Contractor's workforce.	Number, description, and associated costs of training program(s) revised or upgraded to improve the training programs' quality or relevance for Contractor's workforce.
3. Create or enhance incentive programs for Contractor's staff to seek and complete training or to mentor peers.	Number and type of incentives offered. Names of recipients and cost of incentives for each.
4. Provide financial and other support (e.g., travel costs, use of work time) to Contractor's staff for academic or professional training tracks or certificate programs to incentivize and guide staff who seek to build deeper skillsets in a particular area relevant to the Contractor's workforce needs.	Number and types of financial support provided.

E. **Funding restrictions.** In addition to the terms and conditions set forth in this Contract, the Contractor shall use the funds in accordance with the guidelines set forth in the NOFO and abide by all funding restrictions therein. The NOFO and all supporting documents may be accessed at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>.

F. **Reports and Report Schedule:**

1. The Contractor shall submit to the Department periodic program reports that include the reporting requirements established in Section D for each activity, in the format(s) provided by the Department, in accordance with the following schedule:

FUNDING PERIOD ONE: November 01, 2023 TO November 30, 2027

REPORTING PERIOD	REPORTS DUE BY
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November 01, 2023 through June 30, 2024	July 31, 2024
July 01, 2024 through June 30, 2025	July 31, 2025
July 01, 2025 through June 30, 2026	July 31, 2026
July 01, 2026 through June 30, 2027	July 31, 2027
July 01, 2027 through November 30, 2027	December 31, 2027
FINAL CUMULATIVE REPORT	January 15, 2028

2. The Contractor shall submit to the Department via Core-CT Expenditure Reports in accordance with the following schedule:

FUNDING PERIOD ONE: November 01, 2023 TO November 30, 2027

REPORTING PERIOD	REPORTS DUE BY
November 01, 2023 through June 30, 2024	July 31, 2024
July 01, 2024 through June 30, 2025	July 31, 2025
July 01, 2025 through June 30, 2026	July 31, 2026
July 01, 2026 through June 30, 2027	July 31, 2027
July 01, 2027 through November 30, 2027	December 31, 2027
FINAL CUMULATIVE REPORT	January 15, 2028

3. The Contractor shall provide separate Expenditure Reports for each budgeted program or site separately identified on the Budget(s) included in this Contract. For purposes of this Section F, "Expenditure Reports" shall mean all required forms in the Budgeting Portal in Core-CT.
4. The Contractor's last programmatic and Expenditure Reports for each Contract Reporting Period shall be cumulative for the entire Contract term (hereinafter Final Reports) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period, whichever occurs earlier.
5. The final cumulative financial report for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
6. The final cumulative financial reports of the Contractor and subcontractor(s), for the Contract Funding Period, shall not include any unpaid obligations.
7. This section shall survive any Termination of the Contract or the Expiration of its term.

G. Budget and Funding:

1. The Contractor shall adhere to and expend funds in accordance with the budget in **Section ZZ**.
2. The Contractor shall obtain prior written approval from the Department for any expenditures that exceed a budget line item by more than 20%. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
3. The entirety of Strengthening U.S. Public Health Infrastructure, Workforce, and Data System Funds allocation will be paid to the Contractor by the Department upon contract execution. The Contractor shall submit a report to the Department according to the schedule outlined in Section F, with a list of all activities undertaken and funds allocated as required in this Contract. Reports shall include information for each Workforce Improvement Measure in Section D and any corresponding qualitative or quantitative measure(s) associated with each. Contractor shall report this information to the Department on standardized reporting forms provided by the Department or in another suitable format pre-approved in writing by the Department.

4. Contractor shall allocate the funds prior to end of the performance period, August 31, 2027. If Contractor does not allocate funds by this date, Contractor shall notify the Department of the amount of unallocated funds and submit a plan by September 15, 2027 to expend funds by November 30, 2027. If Contractor does not plan to expend funds by this date, Contractor shall notify the Department within ten (10) days of the close of the performance period of the amount of unexpended funds.
5. If any funds remain unexpended by November 30, 2027, the Contractor shall return such funds to the Department. Contractor shall only use funds provided under this contract to supplement and increase existing contractor funds for the activities in Section D. Contractor shall not use the funds to replace or supplant any funds budgeted for the Contractor from other sources.
6. This Contract includes federal financial assistance to the Contractor and therefore shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-id.x?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

H. Payments and Payment Schedule; Under-expenditures, Surplus or Excess Payments and Refunds:

1. **Maximum Payment:**
 - a. The total aggregate amount of payment made under this Contract shall not exceed \$229,467.00.
2. **Payment and Payment Schedule:** Payment shall be made according to the following schedule.

FUNDING PERIOD ONE: 11/01/2023 TO 11/30/2027

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$229,467.00	Upon receipt and approval by the Department of required documentation and execution of the contract	November 1, 2023

3. At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt and approval of Contractor's executed contract and any required documentation.
4. The Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment.
5. **Reimbursement:** If any payment under this Contract includes reimbursement of direct expenses, such payments made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
6. **Under-expenditures:** When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) is likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after giving thirty (30) days' written notice to the Contractor.
7. **Surplus or Excess Payments; Refund:**
 The Contractor shall:
 - a. upon demand by the Department at the end of the Contract, remit in full to the Department any:
 - i. funds paid in excess of allowable budgeted costs, and

- ii. unexpended funds.
- b. be liable for any Department program or financial audit exceptions and return to the Department those payments which have been disallowed upon completion of such audit by the Department or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department will provide to the Contractor regarding such refund.

Section H shall survive any Termination of the Contract or the Expiration of its term.

- I. **Travel:** For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of Travel Reimbursement Policy for the State of Connecticut, as such policy may be updated or amended periodically, and as found in the following references:
 - 1. <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
 - 2. <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, the Department shall provide hard copies of such documents to the Contractor upon request.

- J. **Statutory and Regulatory Compliance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program.
- K. **Sovereign Immunity:** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- L. **Contract Reduction:** The Department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; (2) the total amount budgeted by the State for the operation of the Department or Services provided under the program is reduced or made unavailable in any way; or (3) federal funding reductions result in reallocation of funds within the Department.

The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within thirty (30) calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the Contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor in writing of the termination date.

- M. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("ADA") (<http://www.ada.gov/>) as amended from time to time, to the extent applicable, during the term of the Contract. The Department may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of the ADA and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

N. **Contract Revisions and Amendments:**

- 1. No amendment to, modification of, or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.

2. No amendment may be made to a lapsed contract.

O. Contractor Changes and Assignment:

1. The Contractor shall notify the Department in writing:

- a. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
- b. no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.

2. No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Department, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Department's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Department in accordance with the terms of the Department's written request. The Department may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

3. **Assignment:** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Department.

- a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Department in considering whether to consent to such assignment.
- b. The Department shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Department receives all requested documentation.
- c. The Department may void any assignment made without the Department's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Department for a Breach shall be without prejudice to the Department's or the State's rights or possible claims against the Contractor.

P. Effective Date: This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term specified above, unless otherwise terminated in accordance with the provisions of the Contract. This Contract may be amended pursuant to the Contracts Revisions and Amendments provision herein.

Q. Cancellation and Recoupment: This Agreement shall remain in full force and effect for the entire term of the Contract period, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the Contract during the term of the Contract.

1. The Department may immediately terminate the Contract in whole or in part:

- a. whenever the Department makes a determination that such termination is in the best interest of the State;

- b. in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets; or
 - c. in the event the health or welfare of any service recipients is endangered, and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients.
 2. The Department reserves the right to cancel the Contract without prior notice when the funding for the Contract is no longer available.
 3. The Department shall notify the Contractor in writing of such Contract Termination, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Department, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Department all records as identified in "Record Keeping and Access", unless otherwise instructed by the Department in writing, and take all actions that are necessary or appropriate, or that the Department may reasonably direct, for the protection of Clients and preservation of any and all property. Such records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the specified records, whichever is less.
 4. Resolution of any dispute concerning cancellation of the Contract shall be decided by the Department Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Department Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
 5. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this Contract or any other contract between the state and the Contractor.
- R. **Prohibited Interest:** The Contractor warrants that no State appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- S. **Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect accountability, transparency, and adherence to results based outcomes in addition to accounting for all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

T. Indemnification:

1. The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and (b) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
2. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
3. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State of any other person or entity acting under the direct control or supervision of the State.
4. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (a) a certificate of insurance, (b) the declaration page and (c) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) document to the Client Agency. Contractor shall provide and annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
5. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

U. Litigation: The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Contract.

The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive

Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

- V. **Program Cancellation:** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.
- W. **Utilization of Minority Business Enterprises:** It is the policy of the State that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and C.G.S. §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e to carry out this policy in the award of any subcontracts.
- X. **Independent Capacity of Contractor:** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor will act in an independent capacity and not as officers or employees of the State of Connecticut or the Department.
- Y. **Lobbying:** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.
- Z. **Delinquent Reports:** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable reports as defined in this Contract, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
- AA. **Organizational Information, Conflict of Interest, IRS Form 990:** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Department's request provide copies of the following documents within ten (10) days after receipt of the request:
1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 2. its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

BB. **Default by the Contractor:**

1. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this Contract, the Department may:
 - a. withhold payments until the default is resolved to the satisfaction of the Department;
 - b. temporarily or permanently discontinue services under the Contract;
 - c. assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - d. require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - e. terminate this Contract;

- f. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this Contract or both; and
 - g. any combination of the above actions.
2. In addition to the rights and remedies granted to the Department by this Contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this Contract.
 3. Prior to invoking any of the remedies for default specified in this paragraph, except if the Department deems that the health or welfare of service recipients is endangered, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this Contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the Commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
 4. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.
- CC. Non-enforcement Not to Constitute Waiver:** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- DD. Subcontracts:** Approval must be obtained from the Department prior to entering into subcontracts for services described in this Contract. The subcontractor's identity, services to be rendered, and costs shall be detailed in the Budget Detail of this Contract. No subcontractor may be used or expense under this Contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in this Contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this Contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Department upon request. All subcontracts issued using funds from this Contract shall include provisions requiring such subcontractors to comply fully with all applicable terms and conditions of this original Contract. The Contractor shall be responsible for monitoring the fiscal and programmatic activities of any subcontractor. Reports of subcontractor activities and expenditures must be submitted in the format and at the times required by the Department.
- EE. Audit and Inspection of Plant, Places of Business and Records:**
1. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of

the Contractor's and Contractors' Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.

2. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents. For purposes of this provision, "Records" shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
3. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
4. The Contractor shall pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set off the amount from any moneys which the State would otherwise be obligated to pay the Contractor.
5. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
 - i. final payment under this Contract, or
 - ii. the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
6. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
7. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

FF. Confidential Information:

1. Definitions:

- a. **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that

may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- b. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (i) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (ii) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (iii) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (iv) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or the State.

2. Protection of Confidential Information:

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department, and the Connecticut Office of the Attorney General for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and

expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

GG. Credits and Rights in Data:

1. Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.
2. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, evaluation tools, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, promotional materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, pilot tests, teaching modules, PowerPoint presentations, digital and electronic materials, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

HH. Facility Standards and Licensing Compliance: The Contractor shall comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

II. Transition after Termination or Expiration of Contract:

1. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Department determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an

amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Department any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Department in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Department specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Department no later than sixty (60) days from the date that the Contractor receives Notice.

JJ. Safeguarding Client Information: The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this Contract with all applicable federal and state law concerning confidentiality.

KK. Reporting of Client Abuse or Neglect: The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services for the State); and C.G.S. § 17a-412 (relative to elderly persons).

LL. Suspension or Debarment: Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

1. Has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
2. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses.
3. Has not within a three year period preceding this Agreement had one or more public transactions terminated for cause or fault.

Any change in the above status shall be immediately reported to the Department.

MM. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commissioner:

1. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government, where applicable, and agrees that this Contract shall be construed and interpreted in accordance with Connecticut law and Federal law, where applicable.
2. **Settlement of Disputes:** Any dispute concerning the interpretation or application of this Contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the Contract.
3. **Office of the Claims Commissioner:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and

the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

NN. Health Insurance Portability and Accountability Act of 1996: Notwithstanding the language in subsection 3 of this Contract Section, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor IS or IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
3. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
6. **Definitions:**
 - a. **"Breach"** shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - b. **"Business Associate"** shall mean the Contractor.
 - c. **"Covered Entity"** shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - e. **"Electronic Health Record"** shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - f. **"Individual"** shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - g. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - h. **"Protected Health Information" or "PHI"** shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. §160.103, limited to information created, maintained, transmitted or

received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

- i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- j. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. **“More stringent”** shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- l. **“This Section of the Contract”** refers to the HIPAA Provisions stated herein, in their entirety.
- m. **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- n. **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- o. **“Unsecured protected health information”** shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

7. Obligations and Activities of Business Associates:

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- f. Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate, agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- g. Business Associate agrees to provide access, (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate’s actual cost of postage, labor and supplies for complying with the request.

- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (7)(j) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. In the event that an Individual requests that the Business Associate:
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set;the Business Associate agrees to notify the Covered Entity; in writing, within five (5) business days of the request.
- o. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:
 - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- p. Obligations in the Event of a Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or

disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

- ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (7)(p)(iii) of this Section and determine whether, in its opinion there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone

number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

8. Permitted Uses and Disclosure by Business Associate:

- a. **General Use and Disclosure Provisions:** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. **Specific Use and Disclosure Provisions:**
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

9. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- 10. Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

11. Term and Termination:

- a. **Term:** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with subsection (7)(j) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination for Cause:** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. **Effect of Termination:**
 - i. Except as provided in subsection (11)(b) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with subsection (7)(j) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This subsection shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

12. **Miscellaneous Sections:**

- a. **Regulatory References:** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment:** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.
- c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. **Effect on Contract:** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

- e. **Construction:** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. **Disclaimer:** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- g. **Indemnification:** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

00. **Campaign Contribution Restriction:** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."

PP. **Whistleblowing:** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

QQ. **Summary of Ethics Laws:** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- a. the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;

- b. the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- c. prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- d. failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- e. each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

RR. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- 1. That no gifts were made by:
 - a. the Contractor,
 - b. any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - c. any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- 2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- 3. That the Contractor submitted bids or proposals without fraud or collusion with any person.

SS. Large State Contract Representation for Official or Employee of State Agency: Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

TT. Iran Energy Investment Certification:

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in

breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

- UU. Access to Data for State Auditors:** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.
- VV. State Business-Related Call Center and Customer Service Work.** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.
- WW. Compliance with Consumer Data Privacy and Online Monitoring.** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
- XX. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:
- CDC, Office of Grants Services
Linda Brigham, Grants Management Specialist
Centers for Disease Control and Prevention
Office of Grants Services
2939 Flowers Road, MS TV-2
Atlanta, GA 30341
Telephone: 678.475.4904
Fax: 770-488-2640 (Include "Mandatory Grant Disclosures" in subject line)
Email: srq9@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)
- AND
- U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Business Unit: DPHM1

Contract ID: DPH20240054PSA

Supplier Name: EASTERN HIGHLANDS HEALTH
 DIST

Funding Period: 1 2023-11-01 2027-11-30

Contract Begin Date: 2023-11-01

Contract Expire Date: 2027-11-30

Account Number and	SID	Project	WFD	Justification	Total
Program Code Details			LOC:	LOC:	
Budget Amount					
4000 INCOME			229,467.00		229,467.00
- 4100 CONTRACT FUNDING			229,467.00		229,467.00
- 4102 Federal/Other Funds	23186	DPH23186WFD2023	229,467.00		229,467.00
5000 DIRECT EXPENSES			208,606.38		208,606.38
- 5100 SALARIES			178,932.00		178,932.00
- 5101 Staff Salaries & Wages			178,932.00		178,932.00
- 5200 FRINGE BENEFITS			21,909.23		21,909.23
- 5900 OTHER EXPENSES			7,765.15		7,765.15
- 5905 Staff Training			3,765.15	Yankee conf fees - \$300 X 4yrs X 3 staff =	3,765.15
- 5912 Membership Dues &			4,000.00	professional memberships fees:	4,000.00
7000 INDIRECT EXPENSES			20,860.62		20,860.62
- 7100 ADMINISTRATIVE & GENERAL			20,860.62		20,860.62
- 7150 All Other A&G			20,860.62	Management and office staff providing	20,860.62
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME			229,467.00		229,467.00
- TOTAL EXPENSES			229,467.00		229,467.00
- EXCESS / SHORTAGE			0		0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING			100		100
- A&G PERCENTAGE			10		10



Eastern Highlands Health District

4 South Eagleville Road • Mansfield CT 06268 • Tel: (860) 429-3325 • Fax: (860) 429-3321 • Web: www.EHHD.org

IMPORTANT RABIES NOTICE

October 11, 2023

Dear Attendees of the Cowboy Action Shooting Event –

The Eastern Highlands Health District (EHHD) and the Connecticut Department of Public Health (DPH) were notified of potential exposures to a rabid skunk at a Cowboy Action Shooting Event in Coventry, CT on October 6-8, 2023. Rabies can be spread through direct contact with the saliva of an infected animal. You cannot get rabies by being sprayed by a skunk. Individuals who were bitten by a skunk, scratched by a skunk, or otherwise came into contact with saliva from a skunk should contact DPH or EHHD to discuss their risk and treatment options.

Rabies is a fatal, but preventable disease. Individuals who have been exposed to a rabid animal should receive post-exposure prophylaxis (PEP). Rabies is not an emergency, however, seeking appropriate care following a known exposure is important and should not be delayed. In the United States, PEP consists of a regimen of one dose of immune globulin and four doses of rabies vaccine over a 14-day period. Rabies immune globulin and the first dose of rabies vaccine should be given by your health care provider as soon as possible after exposure. Current vaccines are relatively painless and are given in your arm like a flu or tetanus vaccine; rabies vaccines are not given in the stomach.

Individuals who were bitten by a skunk, scratched by a skunk, or otherwise came into contact with saliva from a skunk while attending the Cowboy Action Shooting Event during October 6th-8th should contact DPH or EHHD to discuss their risk of exposure and determine if PEP is recommended.

EHHD: (860) 429-3325

DPH Epidemiology Program: (860) 509-7994

Sincerely,

Robert Miller, MPH, RS
Director of Health

Robert L. Miller

From: Robert L. Miller
Sent: Tuesday, October 10, 2023 10:59 AM
To: Adam B. Libros; 'Andover EMD Amber Armitage (ampam44@hotmail.com)'; 'Andover Fire Chief Ron Mike - Andover Fire Dept (10ptr@sbcglobal.net)'; 'Andover Trooper (abigail.belcher@ct.gov)'; Andrew W. Franklin; 'Ashford EMD (emd@ashfordtownhall.org)'; 'Ashford First Selectman - Ashford (firstselectman@ashfordtownhall.org)'; 'Ashford Superintendent'; 'Bolton Fire'; 'Bolton Fire Chief Bruce Dixon - Bolton (boltonchief34@gmail.com)'; 'Bolton Superintendent'; 'Bolton Town Manager'; 'bruneauv@andoverelementaryct.org'; Carol Lavigne; 'Chaplin First Selectman'; 'Chaplin Superintendent'; 'Charles Rexroad'; 'Columbia First Selectman'; 'Columbia Superintendent'; 'Columbia Town Administrator'; 'Columbia Trooper, Gregory DeCarli'; 'Coventry Superintendent'; 'Coventry Town Manager'; 'Coventry Volunteer Fire'; 'Dep EMD Chaplin'; 'Doug Racicot TollandCounty 911'; 'Ellyssa Eror MD (ellyssa.eror@uconn.edu)'; 'Eric Anderson (eanderson@andoverct.org)'; 'Eric Peterson'; 'Erika Wiczenski'; 'Ernie Mellor (emellor@sbcglobal.net)'; 'Fire Chief, Ashford'; 'Gary Greenberg (firstselectman@scotlandct.org)'; 'Hans Christian Anderson Preschool Regina Kiser'; 'James Randall (emd@chaplinct.org)'; 'Jason Beaumont (chief@svfd16.com)'; 'Jeff Spadjinske (jspadjinske@coventryct.org)'; 'Jerry James (jamesjl0625@gmail.com)'; 'John Littell (jlittell@tolland.org)'; 'johnsesser@gmail.com'; 'Kelly LaFleur (kelley.lafleur@uconn.edu)'; 'Ken Dardick (kdardick@gmail.com)'; 'Laura Stone'; Keith M. Timme; Margaret Chatey; Maria Capriola; 'Neil Prendergast - UConn fire'; 'Oak Grove Montessori - Jo Ann Aitken'; 'Pam Sawyer'; Peter Dart; 'qvec@sbcglobal.net'; 'Region 8 Superintendent (RHAM)'; 'rpalmer12@snet.net'; Ryan J. Aylesworth; 'scobb@willingtonfire.org'; 'Scotland Superintendent - Town of Scotland'; Sharon Cournoyer; 'Smith, Davis <peter.d.smith@uconn.edu>'; 'Steve Postemsky Columbia Fire'; 'tmillix@tollandcounty911.org'; 'Tolland Superintendent'; 'Tolland Town Manager'; 'Travis Irons'; 'UConn Fire'; 'UConn OEM (Public Safety)'; 'UConn Police Chief'; 'Willington #1 FD'; 'Willington Center School'; 'Willington Fire Chief'
Cc: Ande Bloom; Cecile C. Serazo; Christine C. Grulke; Christopher Buter; Courtney LeBlanc; Glenn H. Bagdoian; Grace Dittrich; Johanna M. Gum; Lynette S. Swanson; Mia A. Mitoma; Millie C. Brosseau; Nishel Thompson; Robert L. Miller; Thad D. King
Subject: EHHD Weekly Viral Respiratory Disease Summary - 10/10/2023

Greetings EHHD Community Partners – For the remainder of this respiratory illness season the Eastern Highlands Health District will be issuing a *Weekly Viral Respiratory Disease Summary*. This summary can be found on our website, and at the following link : <http://www.ehhd.org/reports> .

In this report you will find data associated with the prevalence of COVID-19, influenza, and RSV in both the EHHD and State of Connecticut populations. I invite you to follow the above link to review this information.

We will be distributing this report weekly through the end of the respiratory illness season to our community partners. If you wish to be removed from this distribution list, or wish to add an email account to this list, please send your request to mbrosseau@ehhd.org .

Please let me know if you have any questions.

Yours in health,
 Rob

Robert L. Miller, MPH, RS
Director of Health
Eastern Highlands Health District
4 South Eagleville Road
Storrs, CT 06268
860-429-3325
860-429-3321 (Fax)
Twitter: @RobMillerMPH
www.ehhd.org



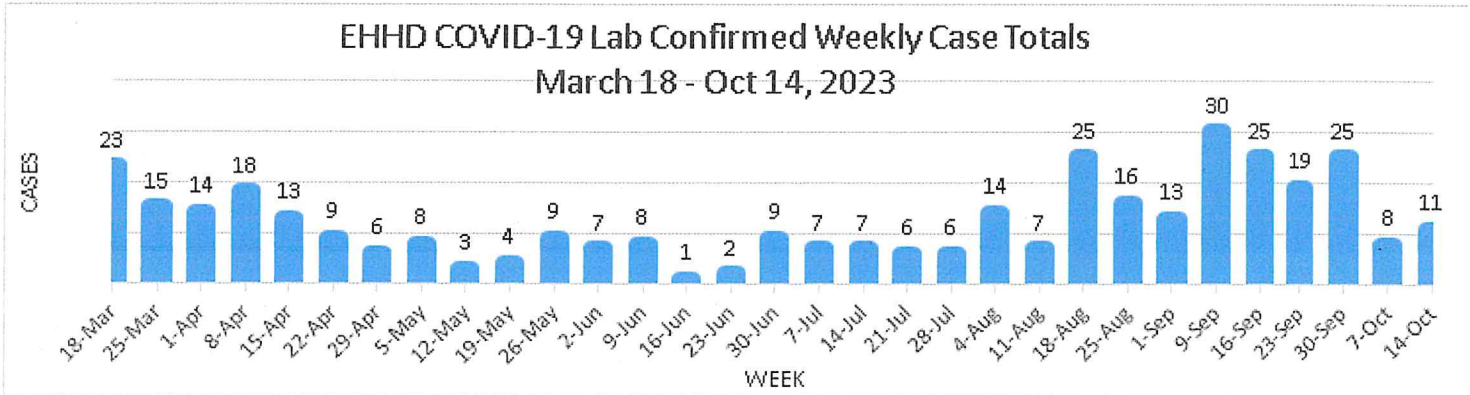
Preventing Illness and Promoting Wellness in the Communities We Serve

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity(s) named as recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately, delete the material from any computer, do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains. Thank you.

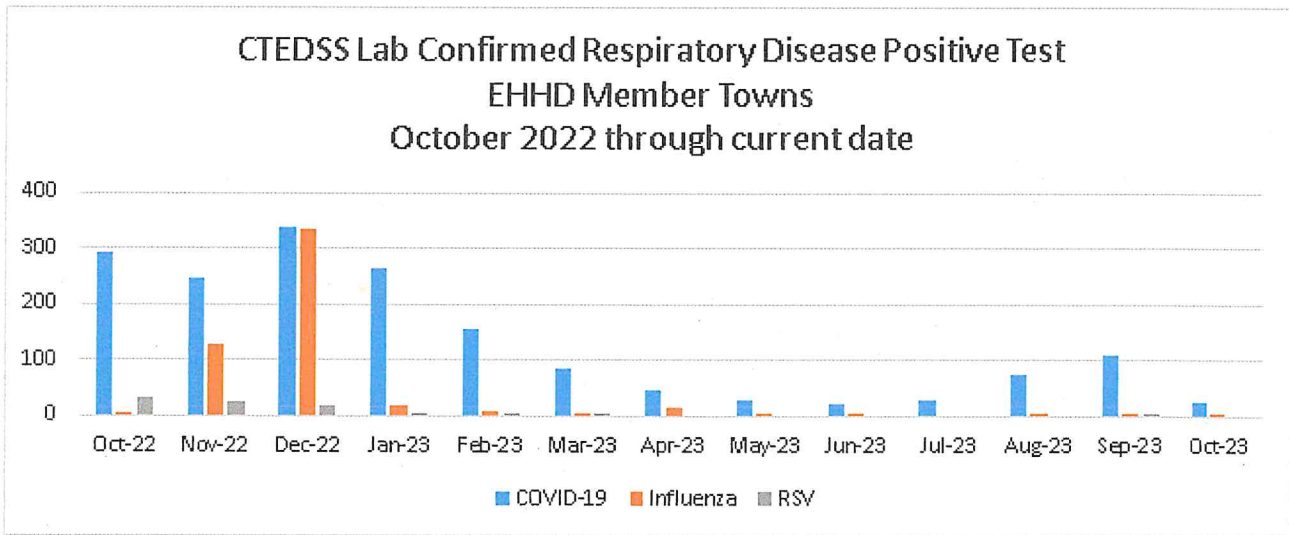
Weekly Viral Respiratory Disease Summary

Updated: OCTOBER 16, 2023 at 8:00am

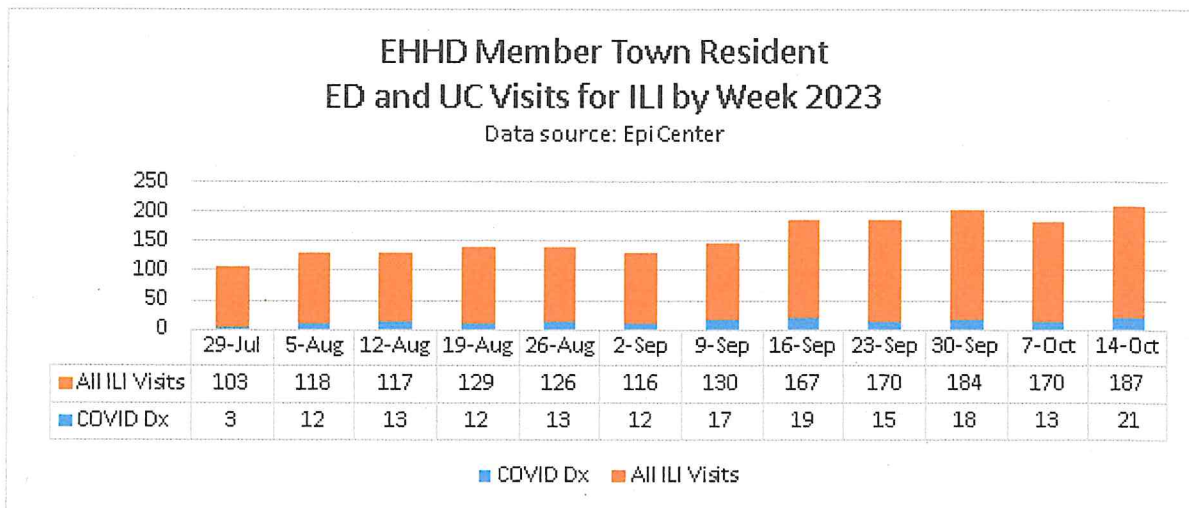
Completed by: A. Bloom



Source: CT DPH LHD data portal.

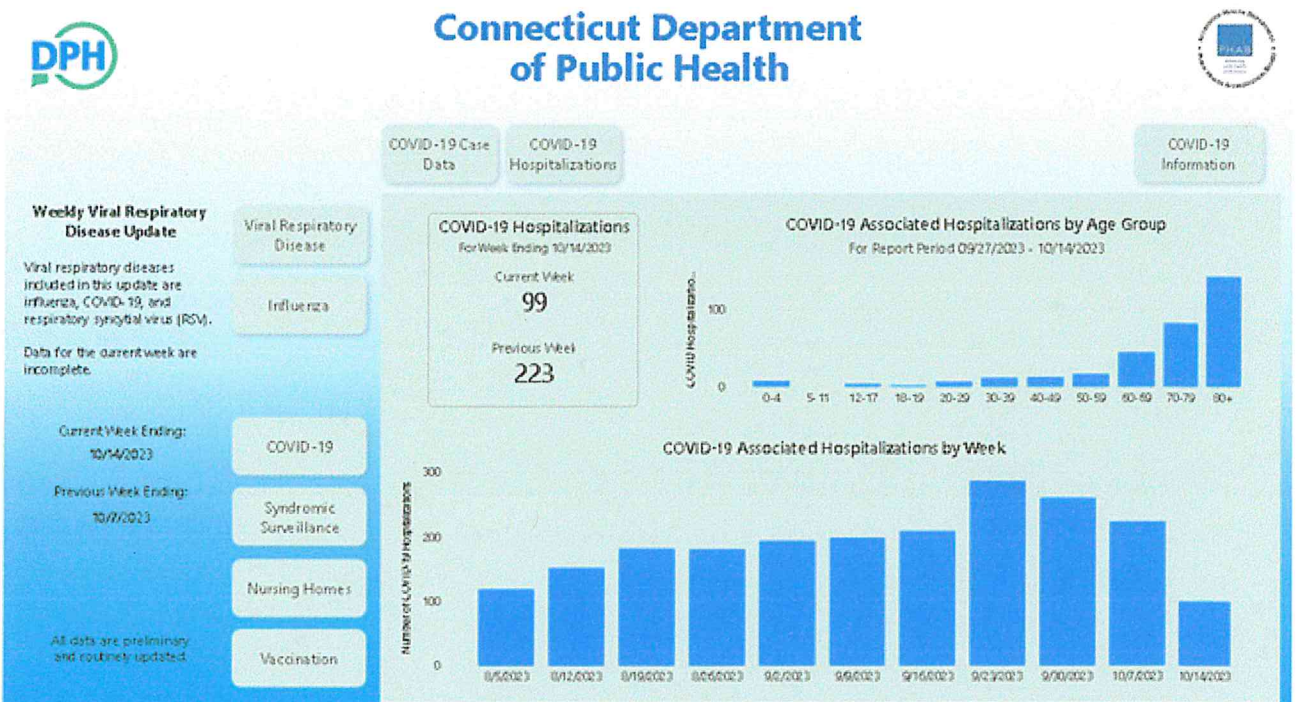
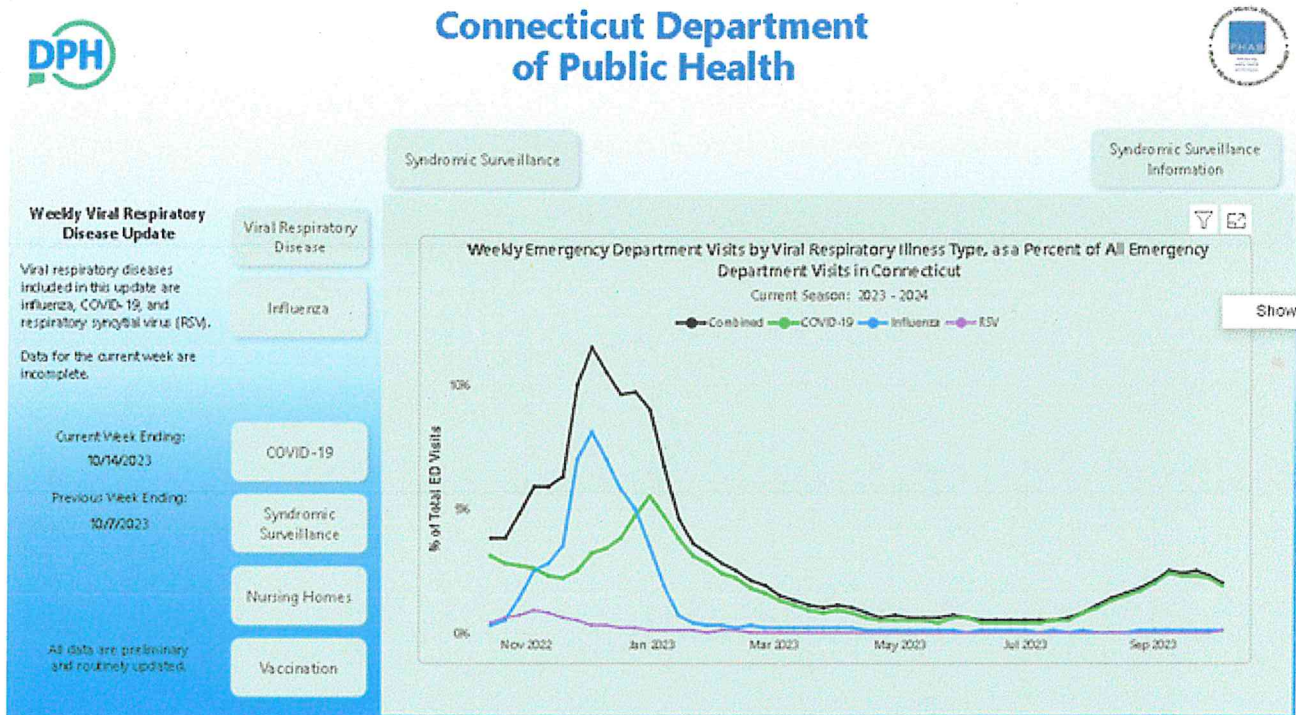


Source: DPH LHD data portal



NOTE: Influenza-like illness (ILI) is a nonspecific respiratory illness characterized by fever, fatigue, cough, and other symptoms typical of COVID, influenza and RSV, and is used as an identification to denote a potential infectious respiratory disease when individuals present to urgent care (UC) or emergency departments (ED).

== CLICK ON THE GRAPHS BELOW TO VIEW THE DPH DATA IN MORE DETAIL ==



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

Environmental Health Section

EHS Circular Letter # 2023-42

DATE: September 15, 2023
TO: Directors of Health
FROM: Amanda Parkins, Epidemiologist, EHDWS, DPH
RE: Radon Tests Available to Local Health Departments/Districts with Partnership

To assist your National Radon Action Month (NRAM) efforts, the Radon Program is offering short-term radon test devices as part of the 2023 - 2024 Radon Program Partnership. The radon tests will include postage paid envelopes for shipment to the analytical laboratory. Test kits will only be available to local health departments/districts (LHDs) participating in the partnership. To be eligible for this partnership, the Radon Program must receive the attached Radon Program Partnership Request form no later than Wednesday, October 18th via email to DPH.RadonReports@ct.gov.

The DPH's Radon Program encourages all LHDs to conduct community-based activities to promote radon testing and mitigation (when elevated levels are found). It takes the coordinated efforts of federal, state, and local entities to spread the word about radon, its health effects, the need for testing, and the importance of mitigation. Promotion efforts can take place throughout the year and do not need to wait until January's NRAM campaign. Winter is the most ideal time to conduct radon testing, but radon activities can be considered outside the November 1st through March 31st testing season as part of your Healthy Home visits or other special projects.

Our goal this year is to continue to expand the reach of the partnership program across the state, improve tracking, and to increase overall return rates to above 65%.

Partnership will require test kit tracking and follow-up correspondence. Correspondence such as a call, email, or text within a week of the test kit being given will provide the resident with a reminder to conduct the test and an opportunity for questions. This method was found to be helpful in ensuring fewer testing errors and a better return rate of test kits. The analytical laboratory will provide the radon report directly to DPH and the community resident who received and conducted the radon test. Test results will be provided to the LHDs by the Radon Program monthly.

To assist with the development of effective project plans the Radon Program can provide eligible partners with historical data on radon testing/mitigation in their areas of jurisdiction upon request. Requests for project planning data should be submitted to DPH.RadonReports@ct.gov, and must be received by October 4th.



Phone: (860) 509-7296 • Fax: (860) 509-7295
Telecommunications Relay Service 7-1-1
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer




Please submit the Radon Program Partnership Request form no later than Wednesday, October 18th via email to DPH.RadonReports@ct.gov. Availability of radon test kits will be determined based on number of local partners interested, previous partnership performance, and federal radon grant funding.

We look forward to working with past and new LHD partners.

cc: Lisa Morrissey, MPH, Deputy Commissioner, DPH
Lori J. Mathieu, Public Health Branch Chief, EHDWS, DPH
Jim Vannoy, Section Chief, Environmental Health Section, DPH

2023 - 2024 CT DPH Radon Program Partnership Request Form
(Deadline of **Oct 18, 2023** via email to DPH.RadonReports@ct.gov)

Date of Request: 10/02/2023
Health Department/District: Eastern Highlands Health Disitric
Director of Health (Print & Sign Name): Robert Miller, 
Email of Director of Health: millerrl@ehhd.org
Name of LHD Partnership contact: Cecile Serazo
Email of LHD Partnership contact: serazocc@ehhd.org

Have you partnered in the past? YES NO

If yes, how many years? 8

As a previous partner, what changes are you making to last year's project plan to increase radon test kit return rates?

Last year we made several partnerships with district libraries where presentations were well publicized and well attended. These presentations resulted in better returns and usage.

Are you willing to speak about your efforts at the half day radon conference? YES NO

Please provide a description of your Radon Program Partnership Project Plan:

(Include how you will comply with required tracking of test kits and required follow-up with your residents. Tests kits given in person with a quick explanation of how to do the test has been proven to be the most effective way for a successful campaign. Include an estimate of the number of test kits needed and duration of your project proposal. Please fill out a separate form for each project if you are proposing more than one.)

The Eastern Highlands Health District (EHHD) requests 50 test kits. EHHD staff will distribute the test kits to individuals within the towns of our district from November 2023 until April 2024. Recently obtained data from CT DPH Radon program has provided EHHD with target area in our 10 towns where previous testing has shown a concentration of homes with elevated levels of radon. Upon distribution of the test kit, EHHD staff will collect name, home phone number, home address, email address and mobile number of the homeowner for follow-up. EHHD staff will track each kit distributed and provide follow-up correspondence within a week of the date the test kit was given out. We will include a second phone call or text message if the test kit has not been sent back. EHHD staff will provide basic radon facts to the individual when distributing the test kits. EHHD will promote the radon kits at community events in the 10 towns covered by EHHD.

**Please email Amanda Parkins with any questions or concerns: amanda.parkins@ct.gov*

Robert L. Miller

From: Robert L. Miller
Sent: Thursday, September 14, 2023 11:56 AM
To: 'Ashford Superintendent'; 'Bolton Superintendent'; 'bruneauv@andoverelementaryct.org'; 'Chaplin Superintendent'; 'Columbia Superintendent'; 'Coventry Superintendent'; 'Mansfield Oak Grove (jorge@ogms.org)'; Peter Dart; 'Oak Grove Montessori - Jo Ann Aitken'; Carol Lavigne; 'Scotland Superintendent - Town of Scotland (vbruneau@scotlandes.org)'; Sharon Cournoyer; 'Tolland Superintendent'; 'Willington Center School'; 'Barbara Wilson'
Cc: Ande Bloom; Cecile C. Serazo; Courtney LeBlanc; Christine C. Grulke; Millie C. Brosseau
Subject: Free COVID-19 Test Kits Available for Schools - TIME SENSITIVE
Importance: High

Greetings EHHD School Superintendents -

We hope this message finds you well. The Eastern Highlands Health District is pleased to announce that we are providing a limited number of free COVID-19 self-test kits to area schools as part of our ongoing efforts to combat the spread of the virus within our community.

In our commitment to support the health and safety of your students and staff we are making these test kits available to help mitigate transmission, and facilitate early detection of COVID-19 within the school community. The availability of these test kits aims to contribute to a safer and healthier environment for all.

Here are some key details regarding the distribution of these test kits:

- Health District staff will be delivering these kits directly to your schools. Staff will follow your safety protocols to enter the school. We anticipate deliveries to occur between Monday, September 18th and Tuesday, September 19th during normal school hours. Please notify school leadership and front office staff of the impending delivery.
- Each school will be receiving a limited number of kits (between 45 to 180 kits) based on the school enrollment.
- While you may use these kits as you see fit, we suggest making them available to staff and students as needed and appropriate.
- Pending the demand and availability of funding, we may have additional kits available later in the season respiratory season. Therefore, while the availability of additional kits is uncertain, nonetheless please notify us when you are running low, or exhaust your supply.

By continuing our partnership and utilizing these test kits, we can continue to respond to the seasonal respiratory illness situation effectively.

Please confirm that you have received this email by replying to me directly.

Do not hesitate to contact me directly with any questions or concerns.

Thank you for your cooperation in this important endeavor.

Yours in health,

Rob

Robert L. Miller, MPA, RS

Director of Health

Eastern Highlands Health District

4 South Eagleville Road

Storrs, CT 06268

860-429-3325

860-429-3321 (Fax)

Twitter: @RobMillerMPH

www.ehhd.org



Preventing Illness and Promoting Wellness in the Communities We Serve

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity(s) named as recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately, delete the material from any computer, do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains. Thank you.

Robert L. Miller

From: Robert L. Miller
Sent: Thursday, September 14, 2023 4:56 PM
To: Ryan J. Aylesworth; James Drumm; 'Brian Foley'; 'Erika Wiecenski'; Eric Anderson (eanderson@andoverct.org); Town Administrator (townadministrator@columbiact.org); Gary Greenberg (firstselectman@scotlandct.org); Juan Roman III - Town of Chaplin (firstselectman@chaplinct.org); 'Jim Rupert'; 'William Falletti'
Cc: 'Michael Wilkinson'; Laura Stone; johnlnesser@gmail.com; Maria Capriola
Subject: Free COVID-19 test kits

Importance: High

Greetings Town CEO –

We hope this message finds you well. The Eastern Highlands Health District is pleased to announce that we are providing a limited number of free COVID-19 self-test kits to each member Town as part of our ongoing efforts to combat the spread of the virus within our community.

In our commitment to support the health and safety of your staff we are making these test kits available to help mitigate transmission, and facilitate early detection of COVID-19 within the town staff cohort. The availability of these test kits aims to contribute to a safer and healthier work environment for all.

Here are some key details regarding the distribution of these test kits:

- Health District staff will be delivering these kits directly to your Town Hall. We anticipate deliveries to occur between Monday, September 18th and Tuesday, September 19th during normal working hours. If there is a specific department you would like us to deliver these kit to, please let us know.
- Each Town will be receiving a limited number of kits (between 45 to 90 kits) based on the number of Town employees. (Some of you have already received all or part of your allocation of test kits.)
- While you may use these kits as you see fit, we suggest making them available to staff as needed and appropriate. For example, you could notify and encourage staff to obtain a kit for use under the following circumstances: (1) Administer a test prior to visiting an elderly friend or family member; (2) If they feel they may have been exposed to a case of COVID-19; or, (3) if they are experiencing COVID-19 like symptoms. If they are experiencing symptoms, then we recommend they NOT go to work to pick up a kit, but instead have family member or friend deliver it. Please let staff know that they may call one of our public health nurses at 860-429-3325 with any questions regarding COVID-19 and/or the use of these test kits.

In addition to the above and for your information, this agency is also distributing COVID-19 self-test kits to each school within the Health District jurisdiction for use by the school community.

By continuing our partnership and utilizing these test kits, we can continue to respond to the seasonal respiratory illness situation in a diligent manor.

Please do not hesitate to contact me directly with any questions or concerns.

Thank you for your cooperation in this important endeavor.

Yours in health,
Rob

Robert L. Miller, MPA, RS

Director of Health
Eastern Highlands Health District
4 South Eagleville Road
Storrs, CT 06268
860-429-3325
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Twitter: @RobMillerMPH
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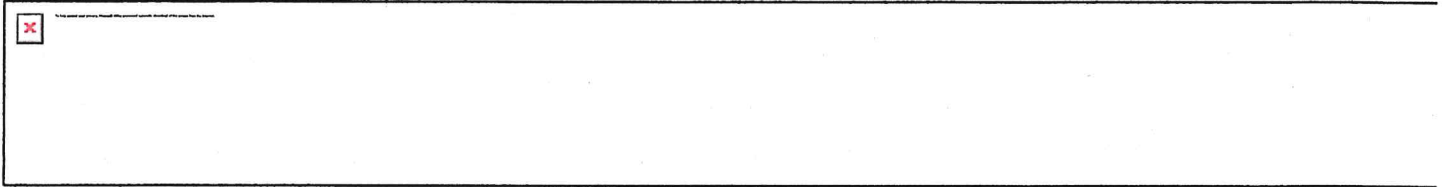
Preventing Illness and Promoting Wellness in the Communities We Serve

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Robert L. Miller

From: CTDPHHealth_Alert_Network@ct.gov <noreply@everbridge.net>
Sent: Monday, September 11, 2023 5:54 PM
To: Robert L. Miller
Subject: Subject: COVID-19 Vaccine Program has Concluded, September 11, 2023

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Subject: COVID-19 Vaccine Program has Concluded

September 11, 2023

This communication is being sent to all key contacts at provider organizations administering COVID-19 vaccine— please read this message in its entirety. Please feel free to share it with others in your organization who may benefit from the update. Note that all our communications are archived on our [web site](#).

Dear COVID-19 Vaccine Program (CoVP) Providers,

As you are likely aware, the updated “XBB” COVID-19 vaccine will be commercially available soon. Today, [the Food and Drug Administration \(FDA\) deauthorized the use of the previous versions of mRNA COVID-19 vaccines](#) (Pfizer and Moderna). As such, these vaccines can no longer be ordered through the CoVP.

This deauthorization by FDA is NOT due to any safety concerns, but rather in anticipation of the updated “XBB” COVID-19 vaccine availability in the coming days. Providers should do the following:

- Appointments for the deauthorized mRNA COVID-19 vaccines must be rescheduled for when locations have the “XBB” COVID-19 vaccines available.
- Providers can discard any deauthorized mRNA COVID-19 vaccine that they currently have in inventory.
 1. REMOVE all deauthorized COVID-19 mRNA vaccine from the storage unit IMMEDIATELY. Do not give staff opportunity to administer this vaccine.
 2. If the deauthorized mRNA COVID-19 vaccine is inadvertently administered, it is considered a vaccine administration error and requires remediation including a VAERS report, contacting the recipient to inform them of the error, and may or may not require revaccination based on the manufacturers’ guidance. Guidance on vaccine administration errors can be found in Appendix A of the [Interim Clinical Considerations for Use of COVID-19 Vaccines Currently Authorized in the United States](#).

3. DISPOSE of the deauthorized mRNA vaccine vial (with any remaining vaccine) and packaging as medical waste. Do NOT return vaccine in the thermal shipping container.
4. REPORT all wasted vaccine doses to the CT WiZ [Helpdesk](#). Keep in mind that there are no negative consequences for reporting waste, and it will not negatively impact future vaccine orders.

We encourage you to continue offering COVID-19 vaccines through your usual vaccine supply channels. We thank you for your participation and support through the pandemic and beyond, and we look forward to a continued partnership in our efforts to keep Connecticut residents vaccinated and healthy!

We will provide information on ordering COVID-19 vaccines through the Connecticut Vaccine (pediatric) Program (CVP) once the Advisory Committee on Immunization Practices (ACIP) issues guidance on the use of the [updated vaccine](#). An [ACIP meeting is scheduled for September 12](#) to discuss future use of COVID-19 vaccines.

We will continue to send you general messaging on vaccines, vaccine recommendations, and health alerts moving forward. As always, if you would like to unsubscribe from receiving these communications, please complete [this form](#).

If you have any questions, the Immunization Program can be reached at:

Phone: 860-509-7929

Email: DPH.Immunizations@ct.gov

For more information visit: <https://portal.ct.gov/immunization>

If you would like to subscribe to receive these communications, please complete [this form](#).

Robert L. Miller

From: Cecile C. Serazo
Sent: Thursday, September 7, 2023 1:43 PM
Subject: Important Update: EHHD Homebound Vaccination Program

Dear Homebound Patients,

We hope this message finds you well. We want to share an important update regarding the Eastern Highlands Health District's (EHHD) COVID-19 vaccination program for homebound individuals.

As you may know, EHHD has been committed to providing COVID-19 vaccinations to those who are unable to leave their homes due to various health concerns. It has been our privilege to serve you throughout this program.

However, with the introduction of a new COVID-19 vaccine and evolving public health guidelines, EHHD will be stopping the homebound vaccination program upon the arrival of the new vaccine. We understand that this may come as disappointing news, but please rest assured that your health and well-being remain a top priority for us. We continue to provide the bivalent COVID-19 vaccine until the new vaccine is released. If you are eligible and haven't received the second bivalent booster you can schedule an appointment with our nurse Christine Grulke at 860-429-3325.

While the current federally sponsored vaccine program is coming to an end, we want to emphasize that EHHD remains committed to serving our community in every way possible. We are actively exploring opportunities to restart the homebound vaccination program in the future if and when funding becomes available we will notify you accordingly. Your health and safety remain at the forefront of our mission.

In the meantime, we encourage you to stay informed about COVID-19 updates, booster shots, and any other vaccination-related information through our website WWW.EHHD.ORG and your healthcare providers.

We want to express our sincere gratitude for your trust and participation in the EHHD Homebound Vaccination Program. We will continue to work tirelessly to protect the health of our community, and we hope to have the opportunity to serve you again in the future.

If you have any questions or need further assistance, please do not hesitate to reach out to us at 860-429-3325.

Thank you for your understanding, and please stay safe.

Sincerely,

Cecile Serazo BSN, RN
Community Health and Wellness Coordinator
Medical Reserve Corps Unit Coordinator
Eastern Highlands Health District
4 South Eagleville Road
Mansfield, CT 06268
SerazoCC@EHHD.org

Tel: 860-429-3325
Cellphone: 860-208-9943

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

September 5, 2023

Robert L. Miller, Health Director
Eastern Highlands Health District
4 South Eagleville Road
Mansfield, CT 06268

Dear Mr. Miller,

Congratulations! This letter is to notify you of the results of your application submitted under the Request for Proposal (RFP) # 2023-0903, Preventive Health Strategies at Work in Connecticut Communities.

A review panel convened by the Department of Public Health (DPH) reviewed all qualifying applications. Based on the proposal submitted and the current availability of funds, your organization has been recommended for funding in the amount of **\$30,000** per year beginning from the date of contract execution (no sooner than 2/1/2024) for each of the five funding periods, ending 9/30/2028.

Please be aware that this award letter does not represent, nor does it imply the existence of a contract. No contractual obligations between DPH and your organization will be in effect until contract negotiations are successful, and a contract becomes fully executed. You will be contacted shortly to negotiate the contract that may result from this competitive process.

Next steps for your organization:

- Please confirm receipt of the award letter, indicate your intent to move forward with the contracts process, and provide the key point of contact at your organization to negotiate the contract terms, by Monday, September 11, 2023.
- If a local board, Common Council, or other governing agency will need to accept the funds, please advise them of the award and provide any related timelines that may impact the subsequent contracts process.

Please feel free to contact Donette Wright at donette.wright@ct.gov or (860) 509-7665 with any questions.

Sincerely,

Amy Mirizzi, MPH, CPH
Chronic Disease Director



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Exactly how safe is your water?

Amount of 'forever chemicals' depends on where you live in state

BY ED STANNARD HARTFORD COURANT

There is a reason they are known as “forever chemicals.” There are thousands of them, they seem to be everywhere in the environment, and they are difficult to remove.

They are PFAS — perfluoroalkyl and polyfluoroalkyl substances — very harmful chemicals that have been around since the 1940s that have a number of uses, including as fire retardants and in non-stick pans.

They are present in the drinking water in many, but not all, parts of Connecticut. And the state’s water companies are waiting for regulations from the Environmental Protection Agency that will force them to take action to treat their water if it test for too-high levels of PFAS.

“It’s probably one of the biggest challenges for the water industry currently,” said Peter Fazekas, spokesman for Aquarion Water Co., a subsidiary of Eversource. “And it’s, no surprise, a national issue. So we are definitely very focused on this issue.”

PFAS have harmful effects on humans, including changes in the immune system, increased cholesterol levels and high blood pressure and increased risk of kidney or testicular cancer, according to the Agency for Toxic Substances and Disease Registry.

Studies also are underway to determine whether PFAS have an effect on long-term COVID-19.

While there are no national standards yet, the state Department of Public Health has set action levels for a number of PFAS chemicals, such as 10 nanograms per liter for PFOS, 12 for PFNA and 16 for PFOA.

These will be superseded by the EPA's proposed rules, set to go into effect before the end of the year, that would set an enforceable maximum contaminant level for two common PFAS's, PFOA and PFOS, at 4 parts per trillion, and for four others, including so-called GenX Chemicals, at 1 part per trillion.

Water systems would have to monitor for PFAS, notify customers and reduce the levels of the chemicals in the water. Most water companies in Connecticut have been monitoring and posting results on their websites.

"We're not waiting for that," Fazekas said of the EPA's regulation. "Obviously systems that have higher levels, we are already in the process of finding solutions for those systems."

Systems that rely on reservoirs, such as the Metropolitan District Commission in Greater Hartford and the Regional Water Authority in Greater New Haven, have been largely spared, with PFAS readings that are barely measurable or even detectable.

Interconnections and \$120 million

Water systems that rely on wells, including Aquarion and the Connecticut Water Co., both of which serve numerous small towns, have had higher PFAS readings when they have tested their water sources.

Aquarion, which serves 59 towns in Connecticut, largely in the western portion of the state, has several systems with readings of 5 or more parts per trillion.

Aquarion is beginning to design interconnections to bypass or blend those wells that have relatively high levels of PFAS and is planning treatment plants that use granular activated carbon to remove the PFAS from the water, Fazekas said.

Danbury's Cedar Heights system, with two wells, has measured up to 12 ppt. New Fairfield, where treatment systems are underway for three wells, has measured PFOS, perfluorooctane sulfonic acid, as high as 19 ppt.

"We currently have two interconnections in the process of being constructed," Fazekas said. "And then a third one is pending approval. So that's obviously very active. We have started or are just about to start three treatment facilities as well." All but one interconnection are in New Fairfield. The final interconnection is in New Milford, Fazekas said.

An additional 10 systems are in design for new water sources, interconnections or treatment, Fazekas said. A state revolving loan fund or subsidies will help

pay for the work, “so it reduces the cost that has to be passed on to the customer,” he said.

“Assuming that EPA’s proposal gets approved as proposed, we’ve estimated we’re looking at about \$120 million for PFAS treatment in Connecticut for our water systems,” said Daniel Meaney of Connecticut Water, which has 60 water systems throughout the state.

“We’ve got some that serve 40,000 customers and we’ve got other systems that serve 25 customers and they’re not connected, so they each have their own source of supply,” Meaney said. “They each have their own treatment requirements. So it makes it a little more challenging for us.”

Meaney said Connecticut Water has been testing its sources since 2019, and is testing now, but has only installed one treatment system so far, in the Beechwood system in Killingworth, where naturally occurring uranium was found. The treatment for uranium also helped reduce PFAS, but a PFAS-treatment system was installed anyway, he said.

“We’re under the action levels now because ... we’ve taken sources offline when we needed to,” Meaney said. “It’s a problem and it’s something that does need to be treated. ... I know we’re talking tens of sources, not like one or two, for us across the state.”

Once the EPA issues its rule, the water companies will have time to implement it, he said.

“So we’re in the process of evaluating what we’re going to need to do, but we’re waiting until the standard gets set before actually putting shovels in the ground and starting to install treatment to meet the (maximum contaminant levels),” Meaney said.

“We don’t set the standards. We comply with the standards,” he said. “So once EPA or the Connecticut Department of Public Health says, this is the maximum, the most you can have of any substance in the water, then it’s our job to design, develop and implement the treatment technologies to make sure the water meets that standard.”

Surface water

The two major water systems that rely on reservoirs have seen minimal or non-detectable levels of PFAS. Nick Salemi, spokesman for the MDC, said testing for 29 PFAS chemicals has been conducted in the first three quarters of this year and a fourth is underway. None has found detectable PFAS, he said.

“We’re one of the biggest water sources in Connecticut and we don’t have any,” he said.

“Sources that serve the Greater Hartford area, the MDC, are all surface water,” said Lori Mathieu, branch chief for environmental health and drinking water at the state health department. “They’re well protected sources of supply, which means that they are in an area where there’s a lot of land that is owned and it’s well protected.”

MDC has reservoirs in Barkhamsted, Canton and one that’s in Bloomfield and West Hartford, all “far removed from the city,” Mathieu said. “A lot of land that MDC owns and protects the water quality, so you don’t have sources of PFAS within the drainage area of those sources.”

At the RWA, spokesman Kevin Watson said the authority’s testing showed just one test result above the EPA’s proposals, in the wells at the Quinnipiac River aquifer.

“Right now we meet all current standards,” Watson said. “One of our sources is very, very slightly above that 4, but that’s a proposed limit. We’re within the current limits and we’re actually doing a number of things right now to determine where the PFAS is coming from at that one aquifer, that one well site, and determining what the best treatment method is going to be, so that if the 4 parts per trillion becomes the actual regulation that we will be able to be well below that.

“I think we’re in very good shape right now,” he said.

Mathieu’s branch regulates 2,350 public water systems in Connecticut. About 400 are considered residential community water systems. Private wells are not included.

“Basically the larger the system, the more regulations and more requirements,” she said. “There’s some information out there, and it’s known as the UCMR-5, Unregulated Contaminant Monitoring Rule ... and the fifth round of that,” Mathieu said.

“That is a sampling that has just started to come in for PFAS, 29 different PFAS chemicals,” she said. “That’s the most recent up-to-date information that we have on PFAS and drinking water.”

‘It doesn’t go away’

Mathieu said her department works with water systems to mitigate PFAS when it is found. “We have a staff, a group of staff that work with water systems to assist them with what can be done immediately,” she said.

“Can those sources be turned off? Can you blend the sources? What can you do to potentially address it immediately? ... So we start working with that water system on reducing the amount of PFAS coming in, and then a short-term plan, intermediate plan and then what’s the longer-term vision?”

That might include treatment or turning off that water source, she said.

There is also the Drinking Water State Revolving Fund, Mathieu said. “Water systems can come in and take out a loan to address the need for financing a treatment system,” she said.

“And we work with utilities on that process,” she said. “It’s pretty good financing. It’s like 2%. But also if you’re serving an area that could be a disadvantaged population, you could also receive some subsidization of that loan.”

Mathieu also referred to Gov. Ned Lamont’s interagency PFAS task force, begun after firefighting foam spilled into the Farmington River twice in 2019.

“There’s work that our department must do,” she said. “There’s work that other departments must do. There’s work that our Department of Energy and Environmental Protection must do. There’s a lot of actions that are in that particular action plan. ... And it’s a lot to do. That’s a lot to do. It’s quite prevalent, very challenging.”

According to Ben Elling, assistant professor of chemistry at Wesleyan University, the problem with PFAS is that “the universe is not very good about breaking it down.”

“It doesn’t go away, and it’s also toxic, and those two things are probably intertwined,” Elling said. “So unlike a lot of other organic compounds ... there’s lots of different pathways by which nature will break them down.”

PFAS has a lot of carbon-fluorine bonds, which are not strong, “but most of nature hasn’t evolved to deal with carbon-fluorine bonds,” Elling said. “So as a result, it takes a very, very long time for these chemicals to get broken down naturally if they’re released into, for example, the waterways.”

Nicole Deziel, associate professor of epidemiology at the Yale School of Public Health, said a recent study found “that people who had developed a variety of cancers like breast cancer, ovarian cancer, uterine cancer, skin cancer, had significantly higher levels of endocrine-disrupting chemicals in their blood.”

The findings were more pronounced for women and there were racial differences as well, Deziel said.

“There’s been a lot of interest in this study, because it’s really providing a lot of new information on these so-called endocrine-disrupting chemicals and some of these forever chemicals like PFAS,” she said.

“PFAS we’ve known for many years has been linked to a variety of health outcomes like increasing cholesterol, some impacts to children, also even reducing vaccine effectiveness, but it hasn’t been as well studied with respect to cancer,” Deziel said. “And this study provided some new information suggesting that PFAS could be related to a variety of hormonally related cancers.”

Because our hormone systems are finely regulated, “it’s certainly plausible that higher levels of exposure to these chemicals might be related to cancers that are also related to hormones,” Deziel said.

“More than 90% of the population has ... some level of these chemicals in their bloodstream,” she said. “And once they get inside the body, they kind of stick around for long periods of time.

“However, I think it does highlight the need to have better regulatory action to try to reduce exposure to these chemicals because ... now we have even more evidence that they could increase the risk of a variety of cancers.”

Ed Stannard can be reached at estannard@courant.com.

CITIES & TOWNS

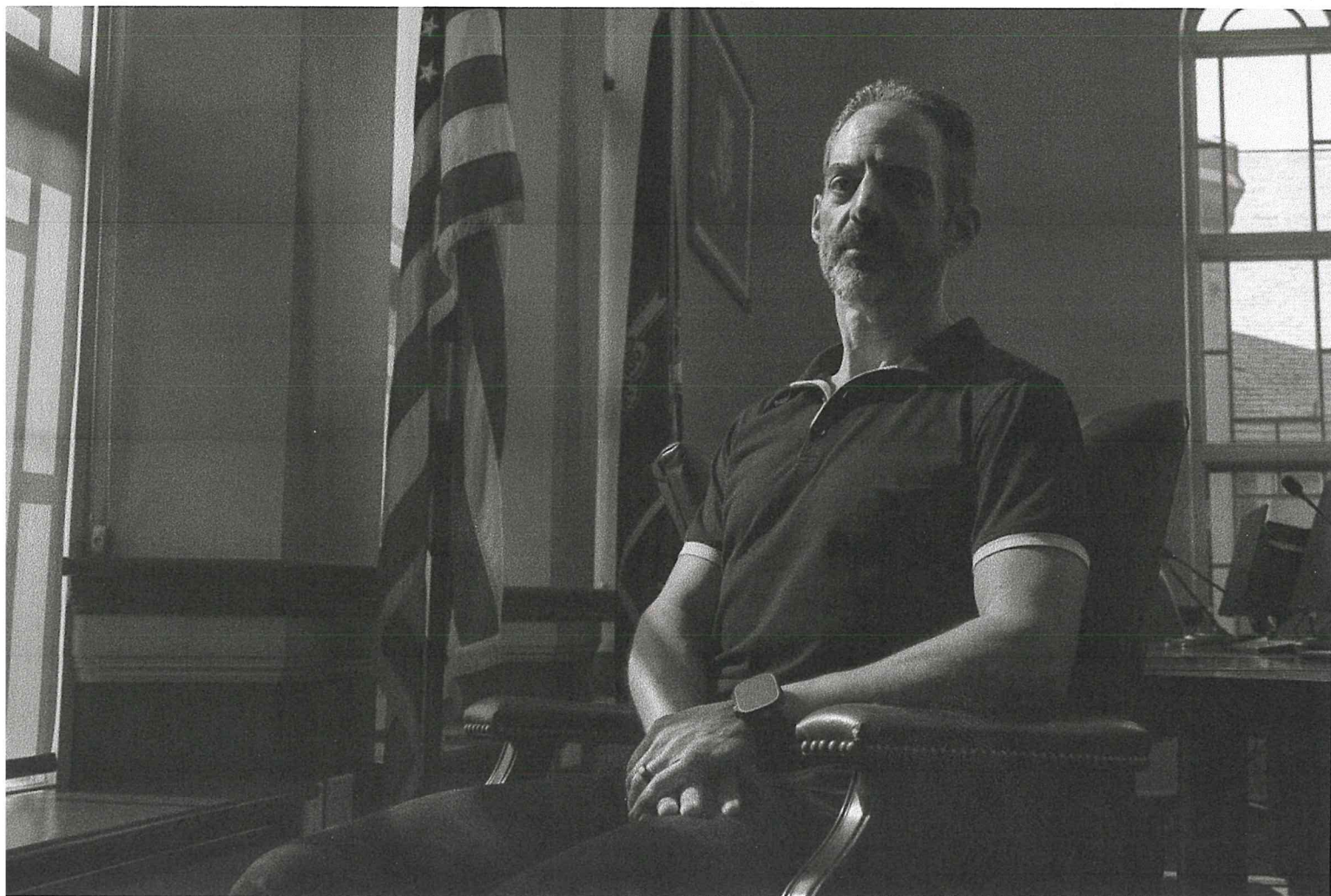
CT towns, desperate to fill technical jobs, scramble for workers

Without enough building officials and other specialists to go around, towns are struggling to find and keep qualified workers — but fixes are in the works



by Tom Condon

October 15, 2023 @ 5:00 am



Vernon Town Administrator Michael Purcaro sits in town hall. Purcaro said Vernon had to reevaluate its salary and benefit structure after losing two people in its municipal workforce to other towns. SHAHRZAD RASEKH / CT MIRROR

Vernon's municipal workforce was raided twice last year. The town lost a building official to Coventry and a planning specialist to Tolland.

This caused Vernon to examine and enhance its overall salary and benefit structure, said town administrator Michael Purcaro, which included implementing the increasingly popular four-day work week. The changes enticed both workers to return to Vernon. Coventry then hired an assistant building official from Manchester as its building official, only to lose him to Groton.

This bureaucratic shell game goes on all the time, for the simple reason that there aren't enough building officials or other specialists to go around.

"There is a great shortage in the technical areas," said recently retired Coventry town manager John Elsesser.

The shortage "has created this fiercely competitive work environment between towns — and the state as well," said Purcaro.

Recent years have been difficult for much of the public sector workforce. The military has been challenged to meet its recruiting goals. The state saw thousands of workers retire in 2021-22.

On the municipal level, the shortages of teachers, police officers and volunteer firefighters have been duly noted.

What hasn't gotten nearly as much attention is the shortage of town hall workers, the assessors, zoning specialists, planners and others who deliver many of the services that town governments exist to provide.

For example, the Capitol Region Council of Governments (CRCOG) surveyed its member towns last year on their present or anticipated staffing needs. Of the 22 towns that responded, 11 cited the need for economic development specialists; 10 for code enforcement officers (e.g., zoning); nine for assessors; eight for animal control, building inspection and capital project administration; seven for engineering; six for planning; five for information technology; and so forth.

There is a plan afoot to solve the problem because, as Matt Hart, CRCOG's executive director put it, "towns poaching off one another is not sustainable." His organization is one of several working on the problem. They hope to create a pipeline that will bring more building officials — sometimes called building inspectors — into the workforce and in the process create a model that can be used by other municipal professions.

State recovering

From August 2021 to July 2022, 5,607 state workers retired, according to the state Comptroller's office. The average over the past decade has been 2,130 retirements a year.

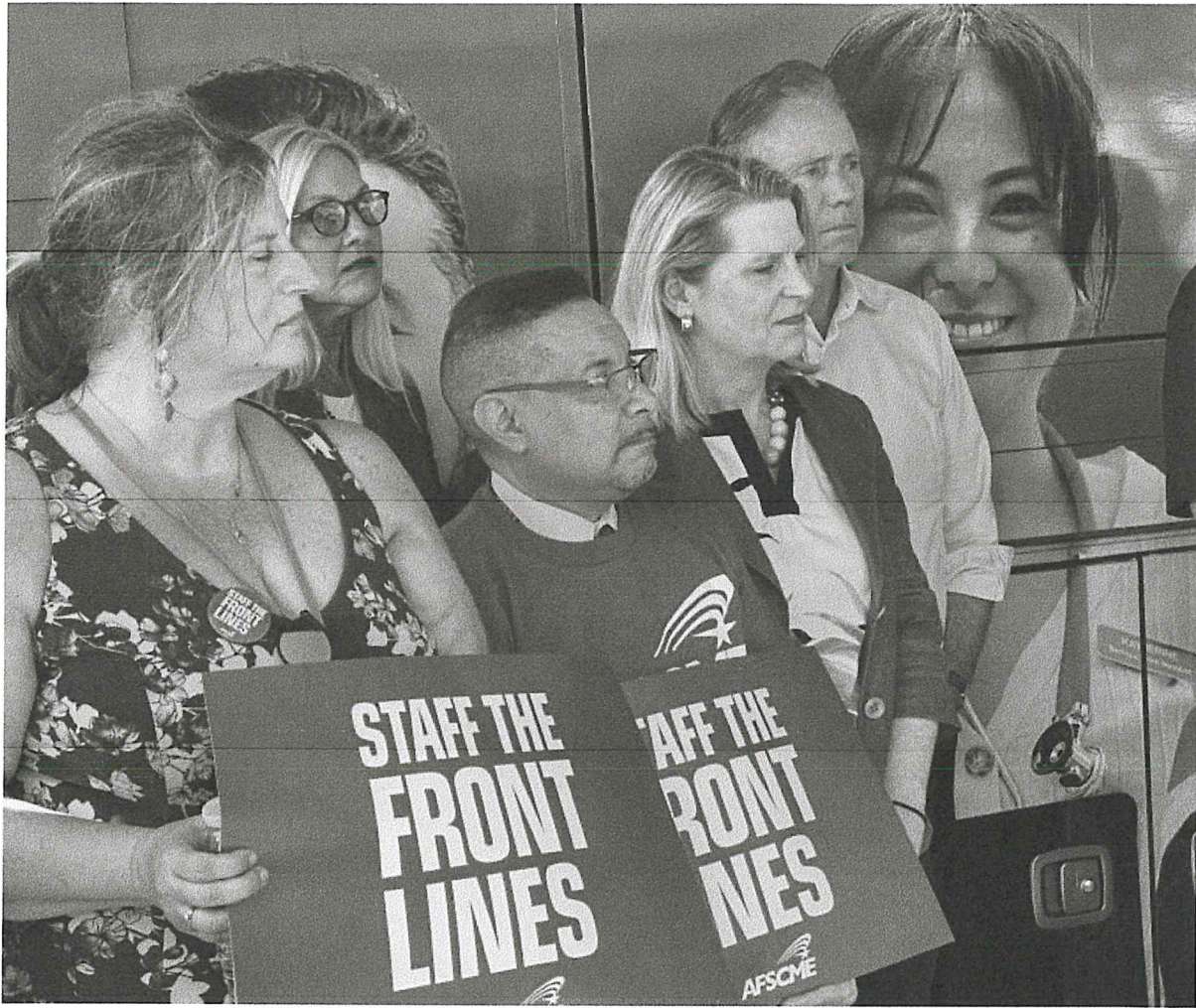
The big wave of retirements was driven in part by an aging workforce and also by a change in the pension formula that went into effect on July 1, 2022.

State recruiters responded aggressively. More than half of state workers, 31,859 of 59,195, are employed by Executive Branch agencies, according to state Department of Administrative Services spokesman John McKay. His department provides human resource services, including recruiting, to more than three dozen of those departments, essentially all but the courts, colleges and General Assembly.

In FY 21-22 and FY 22-23, 4,453 employees of those agencies retired. Aided by a law streamlining the state hiring process, agency recruiters used television advertising, job fairs at colleges and high schools, as well as outreach to veterans, persons with disabilities and others, to make people aware of state careers and attract qualified candidates.

In FY 21-22 and FY 22-23, McKay reported, DAS-served agencies brought 11,631 outside hires to fill the retiree and other vacancies, as well as some new positions.

The employment level in the DAS-served agencies, about 32,000, is back where it was in 2016, said DAS deputy commissioner Nicholas Hermes in an online interview. As of the summer, there were about 6,000 vacancies in DAS agencies; Hermes said this was the normal churn.



At right, Gov. Ned Lamont and AFL-CIO president Liz Shuler at job fair in Hartford in September. MARK PAZNIOKAS / CTMIRROR.ORG

Tougher for towns

Most towns simply do not have the resources to match the state's high-powered recruiting efforts and rely heavily on online recruiting. The Connecticut Conference of Municipalities' job board is a popular option (if you are keeping score, Coventry is again advertising for a building official); and each profession's state association also posts job openings (see, for example, here.)

While these are helpful, especially to people already in the professions, towns are still short of technical workers. Thus they rely on poaching, overtime, retirees, part-timers from other towns and consultants.

One consultancy is the Vernon-based firm Tyche Planning & Policy Group, Inc, founded by former town planners John Guskowski and Mike D'Amato. Along with

drafting various plans and regulations, they serve as consultants or temporary town officials in more than 20 towns. At one point this summer, Guskowski was serving as the consulting planner in Essex, Columbia, Andover, Voluntown and Hampton, the zoning enforcement officer in Chester, Deep River and Portland and the economic development coordinator in Willington.

The firm has a four full-time staffers and one part-timer. The name comes from the Greek goddess of the luck and fortune of cities. As most municipal officials would understand, Tyche was much revered.

Development cannot happen without the work of several town officials, even small projects in small towns such as Coventry. Elsesser referenced the recent development of a Cumberland Farms gas station and a dental office, both on Route 44, as examples.



A Cumberland Farms on Route 44 in Coventry required coordination of many town officials. SHAHRZAD RASEKH / CT MIRROR

Development is guided by a master plan of development, which must be updated every 10 years. The plan includes zoning and wetland maps.

When a developer comes in with a plan, the town pulls together its development team, the zoning and wetlands officials, town engineer and building official, for a plan review meeting. If the plan needs a zoning exception or wetlands approval it will go to the appropriate commissions. The building official makes sure the plan meets the state building code.

“Most developers know what a town expects,” said Elsesser.

There are several inspections during construction, he said. The town planner checks such things as drainage or curb cuts, the wetlands official makes sure that wetlands are protected. Then the assessor, using comparables already on the grand list, assigns a value to the property for tax purposes. Then on to the next project.

Sharing

Another way towns deal with shortages, or simply increase efficiency, is to share services. For example, Bolton and Willington go halvesies on an assessor, and Bolton shares its two building officials with Willington, Andover and Ashford. The three towns pay Bolton quarterly for the hours the officials work in their towns, said Bolton town administrator Jim Rupert, himself a former building official.

The state’s councils of government, particularly in the Capitol and Northeast regions, have been developing regional service-sharing programs for three decades or more. In some parts of the state, these include programs and services in bulk purchasing, engineering, land use, paramedic, GIS, animal shelters, online permitting, economic development and some others.

————— “ —————

Local public health agencies have been struggling to come up with strategies to recruit and retain people.

— ROBERT MILLER, DIRECTOR, EASTERN HIGHLANDS HEALTH DISTRICT

The Norwich-based Southeastern Connecticut Council of Governments pushed the ball further down the field when it hired a building official and a zoning enforcement officer earlier this year. Each is serving four towns in the region. This was accomplished with a \$395,000 grant from the state's Regional Performance Incentive Program. The cost of the positions will shift to the towns over the next four years, said executive director Amanda Kennedy. "It's working really well — great," she reported.

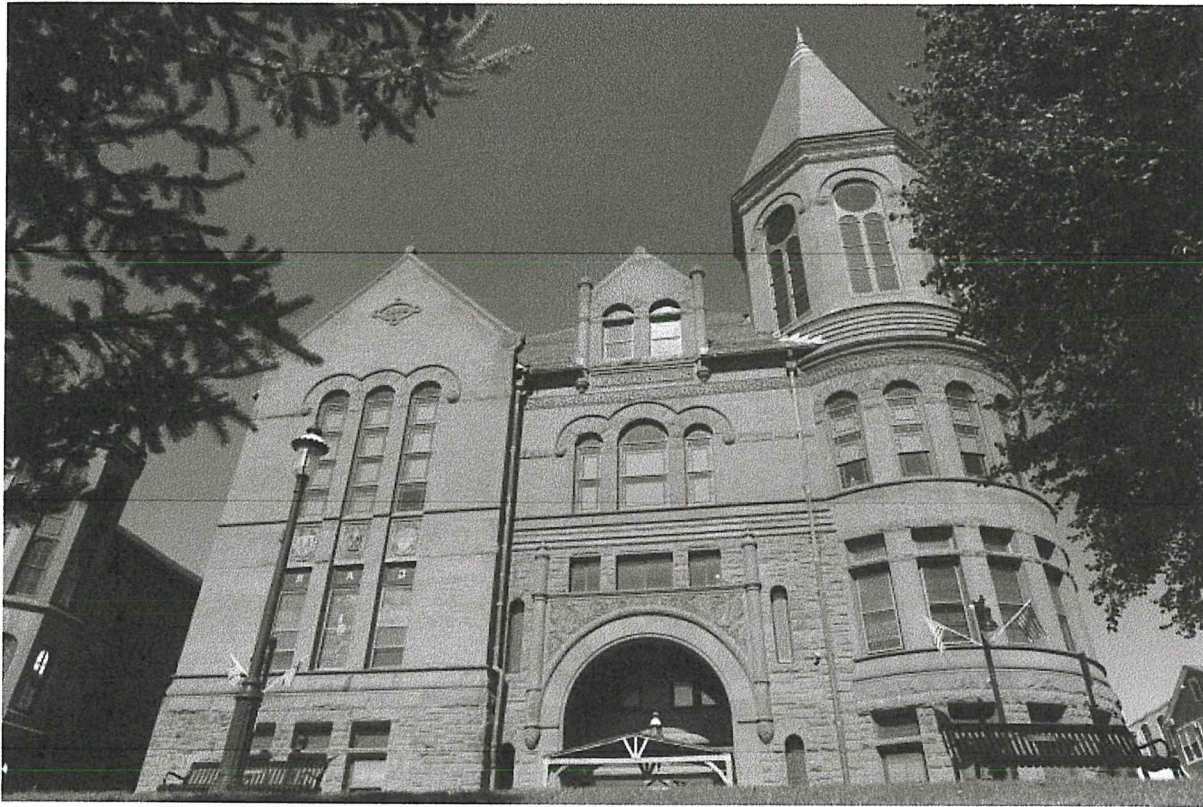
CRCOG is working on a similar program, said Hart, looking to hire a building official as well an assessor and animal control officer for member towns that want the services.

Another working example of regional service sharing are the state's health districts. In addition to 34 independent municipal health departments, the state has 20 regional health districts that cover from two to 20 towns. The districts employ, among others, sanitarians who inspect food service establishments and other facilities, investigate a variety of environmental health complaints ranging from improper garbage or sewage disposal to rodent and insect infestation, and perform a number of other public health duties.

Alas, there is shortage of sanitarians. Robert L. Miller, health director of the 10-town, Mansfield-based Eastern Highlands Health District, said there is "a deficit" of qualified and credentialed sanitarians, "so local public health agencies have been struggling to come up with strategies to recruit and retain people."

Perhaps not surprisingly, there is a "significant amount of poaching of qualified professionals" going on; indeed Miller has lost three sanitarians in the past four years. He has just started a program in which sanitarians get a salary increase when they reach each level of training and certification, e.g., food handling, lead abatement and subsurface sewage disposal.

Sometimes local charter provisions or conflicting union contracts inhibit towns' abilities to share services. The Connecticut Conference of Municipalities proposed legislation to correct these problems in the last legislative session. It didn't pass but will be reintroduced in 2024, said executive director Joe DeLong.



Vernon lost two people in its municipal workforce last year, causing it to reexamine its benefits. SHAHRZAD RASEKH / CT MIRROR

Signs of change

Since many public sector jobs involve public health and safety — assuming we don't want tainted food or buildings that fall down — it's not clear why the shortages haven't drawn more attention or action.

Perhaps people thought “government would always take care of itself,” Hart speculated.

Communication appears to be another issue. “We haven't done a good job of marketing ourselves,” said Elsesser. He said many younger people aren't aware that these are good jobs and careers, well paid (though it may have been a bit of an outlier, the Norwich building official post advertised a salary range of \$120,000 to \$130,000) with good benefits.

“They are more problem solvers than regulators,” said Elsesser. “They make a difference in their communities.”

In any event, the recent impetus to solve the problem came from the CRCOG member survey and two other initiatives.

First, the legislature passed a law in 2022 directing DAS to gather experts and study ways to increase the supply of building officials, including community college courses and reciprocal licensure with other jurisdictions. It also calls for a pilot program that would provide building services on a regional basis. The law was championed by then-State Rep. Christine Goupil, who said in an interview that as first selectwoman of Clinton, she had difficulty hiring building officials.

The group's study was released in January. It acknowledges “municipalities are experiencing severe difficulties filling vacant building official positions” and recommends, among other things, that officials pursue apprenticeship or internship programs for prospective building officials.

“

We are increasingly realizing that we need to take people with limited experience and invest in them.

— MATT HART, EXECUTIVE DIRECTOR, CRCOG

Also, the UConn School of Public Policy hosted a National Academy of Public Administration forum in November at the Hartford Public Library on public sector employment, featuring local and national experts. After the session, several of the local participating entities — CRCOG, CCM, UConn, DAS, the nonprofit Capital Workforce Partners and the state Department of Education — formed an ad hoc task force to work on enhancing employment in the municipal, state and K-12 arenas.

On the local level, the group, in tandem with DAS, is working on an apprenticeship program for building officials. One thrust is to rebalance the requirements for experience and training.

At present, there is a high premium on experience. State law requires five years' of experience in the construction industry before someone can become a building official, three years for an assistant building official. Many building officials, not surprisingly, are former contractors.

But this has proven an unreliable pipeline, especially in period of busy construction. How to change it?

Hart said towns "are always looking for experience; very few jobs are open to people off the street. We are increasingly realizing that we need to take people with limited experience and invest in them. Adapt as the private sector has. It is a risk, but there can be a silver lining — it gives us an opportunity to diversify these professions."

He noted that towns invest in new public safety officers by sending them to the police and fire academies. But at present there is no equivalent program for building officials, assessors or other specialists. If all goes according to plan, that will change.

Hart said he and his colleagues hope to have a pilot program — apprenticeship or hybrid college-apprenticeship — ready to go next year. One option, he said, is for his organization to hire an apprenticeship coordinator to work with member towns. An advantage for the prospective apprentices is that they earn while they learn.

Everyone appears to be onboard and rowing in the same direction. "We believe that creating pipelines with local high schools and community colleges can encourage younger people to enter municipal professions that provide job security and good union benefits," said Shawn Holloway, secretary of AFSCME Local 1716.

AFSCME recently sponsored a "Staff the Front Lines" job fair at Hartford's Dunkin' Park, featuring Gov. Ned Lamont, Hartford Mayor Luke Bronin and other officials.

DAS Commissioner Michelle Gilman said other aspects of the building official initiative such as reciprocal licensure with other states are in "various stages of implementation." But the apprenticeship program is front and center. "We really want to create an apprenticeship program that towns can take advantage of. We are passionate about this."

This reporting was made possible, in part, through generous support from Robert W. Fiondella and the Fiondella Family Trust.

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Robert L. Miller

From: Governor Lamont's Office <lamont.news@ct.gov>
Sent: Thursday, October 5, 2023 12:39 PM
To: Robert L. Miller
Subject: Governor Lamont Announces Launch of health.ct.gov

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Governor Lamont Announces Launch of health.ct.gov

Posted on October 5, 2023

(HARTFORD, CT) – Governor Ned Lamont today announced the launch of the State of Connecticut’s new health and human services portal, [health.ct.gov](#). The portal is the latest development in the state’s journey toward an all-digital state government and is aimed at providing health and wellness services to Connecticut residents at every stage of life.

“It has long been our administration’s priority to offer more services online and create a digital state government where residents can easily access the services they need in one place, regardless of which particular state agency they may be interacting with,” **Governor Lamont said**. “The launch of the [health.ct.gov](#) portal represents a multi-state agency collaboration to enable residents to interact with one seamless government. Our state government now offers more services online than any time before, and I look forward to expanding this progress into more areas of government.”

[Health.ct.gov](#) joins [business.ct.gov](#) as the next service category to be developed in the new digital, one-stop government ecosystem. Some of the resources available through [health.ct.gov](#) include:

- Health benefits eligibility screener
- Healthy living tools
- Emergency health service information
- Insurance and financial resources
- Heating and utilities assistance

“As we continue our journey towards an all-digital government, we envision a digital experience where residents can have a single point of contact to interact and access all state services and information,” **Department of Administrative Services Commissioner Michelle Gilman said**. “[Health.ct.gov](#) is a step toward realizing that vision. It will allow residents and providers to access all of their health and human services needs in one accessible location. We look forward to further cross-agency collaborations to provide accessible, easy-to-use, and personalized government services – something residents have come to expect in their digital interactions.”

“One priority that continues to be identified in our communities is the need for an easy way for citizens to identify services available to them through the state,” **Department of Public Health Commissioner Manisha Juthani, MD, said.** “We now have this real-time tool in health.ct.gov that is available in an efficient and user-friendly format. This project is a win-win for the state’s health and human services agencies as well as the residents of Connecticut. We commend Governor Lamont for continuing to put the health and wellness needs of our citizens at the forefront of his Administration.”

“Governor Lamont’s continued effort to digitize our government not only brings our statewide resources into the 21st century, but it also increases accessibility to residents who otherwise faced immovable health obstacles when searching for assistance,” **Department of Social Services Commissioner Andrea Barton Reeves said.** “While we take a moment to celebrate this victory, I am excited to continue this multi-agency collaboration until all of our state’s services are broadly accessible.”

“The goal of health.ct.gov is to provide quicker information about and access to services for Connecticut residents, including families with young children,” **Office of Early Childhood Commissioner Beth Bye said.** “This digital platform is one more example of Governor Lamont’s commitment to be a family-friendly state. The Office of Early Childhood will work to inform the families and children that we touch about this valuable resource.”

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Hartford, CT 06106

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INVESTIGATIONS

Inside the cyberattack at Prospect Medical Holdings' CT hospitals

The August cyberattack was far more debilitating than hospital officials publicly acknowledged. Now, it threatens a sale of the hospitals to Yale.



by Dave Altimari and Jenna Carlesso

October 1, 2023 @ 5:00 am



Waterbury Hospital is one of three facilities owned by Prospect Medical Holdings in Connecticut. The hospitals were hit with a cyberattack in August. SHAHRZAD RASEKH / CT MIRROR

For 17 days in August, Manchester Memorial Hospital was so crippled by a cyberattack that officials notified emergency services in eastern Connecticut they could not take patients, forcing crews to divert people to hospitals as far away as Massachusetts.

Over the course of a more than 40-day breach of three Prospect Medical Holdings hospitals in Connecticut, administrators at two of the facilities issued 29 “divert notifications” to emergency personnel throughout the region, according to ambulance dispatch logs obtained by The Connecticut Mirror.

Emails and reports obtained from the state Department of Public Health through a Freedom of Information Act request indicate the cyberattack was far more debilitating than hospital officials publicly acknowledged in August. The attack affected Manchester, Rockville General and Waterbury hospitals, as well as medical offices affiliated with the hospitals.

The hospitals were unable to bill Medicaid for payment, forcing the state Department of Social Services to advance them about \$7.5 million. A review of the records shows the facilities had to cancel nearly half of their elective procedures and at times over the nearly six-week period couldn’t process X-rays or CT scans that are vital for treating potential stroke or heart attack victims.

At one point in mid-August, state officials were so concerned about staffing issues at Waterbury Hospital they considered activating the volunteer Medical Reserve Corps, which had previously been done only during the height of COVID.

The cyberattack also affected the number of people in the hospitals’ care, particularly at Manchester Hospital, which fluctuated from a high of 126 patients in early August to fewer than 90 by the week of Aug. 19, according to state records.

The three hospitals declared “all services back online” on Sept. 12, nearly six weeks after the attack began, according to diversion notifications.

But hospital officials recently told a group of about 30 legislators they still are recovering financially from the breach, and computer systems are not completely restored.

Rep. Cristin McCarthy Vahey, D-Fairfield, co-chair of the Public Health Committee, said executives described the recovery as slow and said they are struggling to get all systems back online.

“They continue to have to use paper checks to pay vendors, and it will likely take a few more months for everything to get fully sorted out. It is a very involved and lengthy process,” she said.

Sen. Saud Anwar, D-South Windsor, co-chair of the Public Health Committee, said a full review is needed, not only to assess how the hospitals responded to the attack but also to gauge the state’s response. He said he is considering holding a special legislative hearing. Anwar, a doctor who specializes in pulmonary medicine, has first-hand experience with the cyberattack because of his affiliation as a contracted physician with Manchester Hospital.

Anwar said the attack exposed the limits of the hospitals’ reliance on technology and gaps in how the state responds to this type of emergency.

“I know we have a lot more to do and [need to] start to have these conversations, because it’s not a matter of if, it’s a matter of when more such attacks are going to happen,” Anwar said.

“Shame on us if we don’t learn from what has happened.”

Spokespeople for Prospect Medical and Waterbury, Manchester and Rockville hospitals did not respond to requests for comment.

The timeline that follows, based on documents obtained by The Mirror, paints a vivid picture of the cyberattack’s aftermath and communication among the hospitals and outside parties, including state and federal health officials, from initial steps to the halting of services and concerns about the long-term impact.

Thursday, Aug. 3, 9:44 a.m.: ‘Code Orange’

The public health department was first notified of the cyberattack in an email sent at 9:44 a.m. on Aug. 3. State officials were alerted that all three Prospect Medical

hospitals were in Code Orange — the second-highest state of emergency — until further notice. The attack occurred at 4:30 a.m.

The email included a notification that Eastern Connecticut Health Network had sent to its employees ordering them to log off their computers or “any workstations on wheels” and not to access any hospital computer systems, from X-rays to prescriptions. Manchester and Rockville hospitals are part of ECHN.

Meanwhile, the health network sent its first notice to emergency service personnel at 9:28 a.m., announcing that both Manchester and Rockville were on full diversion and taking no patients. That diversion lasted about 24 hours, records show.

By midafternoon, the state health department sent inspectors to some of the hospitals to ensure patient care was adequate. That evening, Francesca Provenzano, chief of Connecticut’s Office of Public Health Preparedness and Response, sent an email to more than 60 state employees saying that Prospect Medical anticipated the cybersecurity issue would “continue into tomorrow.”

By the next day, federal officials were calling DPH to gauge the severity of the attack. Members of the federal Centers for Medicare and Medicaid Services’ Emergency Response Team and the Administration for Strategic Preparedness and Response team contacted the health department for updates.

A key issue on the second day appeared to be ECHN’s need for glucometers, a blood glucose meter.

“I spoke to John and the VP of nursing at ECHN to better understand their needs and basically they are looking for glucometers,” Maryanne Pappas wrote in an Aug. 4 email. Pappas, who is a consultant for DPH’s Office of Public Health Preparedness and Response, said she had asked several hospitals for assistance.

“Glucometers house a lot of patient information that needs to be kept HIPAA compliant, so loaning glucometers can be a little tricky,” Pappas wrote. “This may have revealed a weak point to address and prepare for with cybersecurity threats in the future.”

Later that day, state health officials sent an alert to all local public health directors detailing what they knew: Three hospitals in Connecticut were hit with a cyberattack, the FBI was investigating, all three hospitals were in “down time procedures,” and DPH’s Facility Licensing and Investigations Section staff was monitoring the situation.

Late that night, Rockville General Hospital issued the first of more than 20 diversion notifications, this time informing emergency service personnel they were in a CT scan diversion.

The notifications cover four classifications — “closed emergency departments,” “unable to accept stroke patients,” “unable to accept psychiatric patients” or a “full diversion.”



Manchester Memorial Hospital had to divert patients during the cyberattack. SHAHRZAD RASEKH / CT MIRROR

Monday, Aug. 7, 8:32 a.m.: ‘Mistakes are being made’

On Saturday, Aug. 5, Gov. Ned Lamont’s chief of staff, Jonathan Dach, forwarded an email to Public Health Commissioner Manisha Juthani raising concerns about “deteriorating conditions” at the three Prospect-owned facilities and their non-

payments to hospital vendors. The email warned the governor that the combination of financial problems and the data breach could put the pending sale of those hospitals to Yale New Haven Health at risk.

In that email, Griffin Health CEO Patrick Charmel told Lamont that Waterbury Hospital owes vendors more than \$40 million and that Yale executives “have begun to question whether acquiring Manchester and Waterbury hospitals remains a prudent business decision.”

Dach sent the email to Juthani and asked her “to review your statutory powers to see whether there is a defensible interpretation under which to give you any hooks into Prospect.”

“If vendors are cutting off the hospitals, at some point they will not have the supplies they need to care adequately for patients,” Dach wrote. Juthani forwarded the email to colleagues at the health department, saying, “Every time the issue of authority over hospitals comes up I have to explain DPH has little authority.”

DPH received a complaint about patient care at the Prospect hospitals the next day, on Aug. 6, when an anonymous grievance was filed with the facility licensing division concerning Waterbury Hospital. The complaint was flagged by the DPH in an Aug. 7 email.

“Hospital is being run in unsafe conditions after computers being hacked. There is poor communication between health care providers and mistakes are being made that are affecting the welfare and safety of patients,” the complaint said. “There is insufficient information and history available due to no access to electronic records. Pharmacy is not verifying new medication orders before medications are administered putting patients at further risk.”

State officials sent inspectors to Waterbury Hospital to investigate, documents show.

On Tuesday, Aug. 8, DPH Public Health Services Manager Cheryl Davis told officials with the Centers for Medicare and Medicaid Services that an onsite visit the previous day at Waterbury Hospital “gleaned issues related to medical administration. We are writing findings on the state side and requested an action plan. If the issue continues we will request a substantial allegation survey.”

Davis went on to indicate the state was considering issuing an immediate jeopardy order — findings that indicate violations at the hospital caused or were likely to cause harm or death to residents.

State public health officials would not say if they issued that order, but in another email to federal officials, Davis wrote, “a few patients had missed their medications.”

“The investigation has not concluded, therefore we cannot release any additional details until such time it is closed,” said Christopher Boyle, a spokesman for the health department, last week.



Rockville General Hospital is one of three hospitals in Connecticut owned by Prospect Medical Holdings.
SHAHRZAD RASEKH / CT MIRROR

On Tuesday, Aug. 8, ECHN’s CEO Deborah Weymouth sent a letter to Office of Health Strategy Commissioner Deidre Gifford giving a more detailed, unvarnished look at the impact of the cyberattack on Prospect Medical’s Connecticut facilities.

Weymouth told Gifford that among the ECHN facilities shuttered on Aug. 8 were 11 outpatient community blood-draw locations, an urgent care center in South Windsor

and its Women's Center for Wellness, also in South Windsor, "due to an inability to save and send images through a secure network."

She informed OHS the system was still in Code Orange and that they had "temporarily centralized our medical inpatient teams and patients from Rockville's campus to our Manchester campus and we continue to re-evaluate and review our resources and needs daily."

Weymouth did not elaborate on whether patients were moved from Rockville to Manchester. She said Prospect had hired a third-party cybersecurity firm to investigate the attack and that they were working closely with law enforcement. She did not give Gifford's office any timeframe for when the hospitals expected to have their systems back online.

Friday, Aug. 11, 7:02 p.m.: Manchester full ED diversion

As the cyberattack stretched to one week, DPH officials began requesting daily updates from Prospect, including census numbers for all three hospitals, all diversion statuses and updates on elective and outpatient services.

The partial census reports provided to The Mirror by DPH show that Manchester Hospital was most impacted by the cyberattack. On Aug. 9, the hospital reported 126 inpatients. By Aug. 20, that number had dropped to 88.

The decline in patients coincided with a notification ECHN sent on Aug. 11 indicating that Manchester Hospital's emergency department would be on full diversion.

That diversion was supposed to end Aug. 14, but records show it continued for two more weeks, until Aug. 28. That meant ambulances could not bring patients to the emergency room or to the hospital to be admitted.



The health department received a complaint about care at Waterbury Hospital in the aftermath of the cyberattack and about crowded conditions at a neighboring hospital. SHAHRZAD RASEKH / CT MIRROR

Monday, Aug. 14, 4:32 p.m.: Surgical algorithms

In the cyberattack's second week, DPH officials were beginning to realize the crisis would not end any time soon. They were particularly concerned about patient care.

On Aug. 14, Barbara Cass, senior advisor at DPH for long-term care, held a meeting with the chief medical officers for all three hospitals to discuss the "surgical algorithm" they were using to determine whether to cancel surgeries.

The doctors indicated that about 50% of elective surgeries had been postponed. More ominously, Cass said, the doctors indicated "it does not appear as if the issue will be resolved in the near future."

That same day, Prospect officials contacted the state to say they were in need of pharmacists and pharmacy technicians.

The request set off a discussion among state officials, including the state Division of Emergency Management and Homeland Security (DEMHS), about whether the state

could activate its Medical Reserve Corps to assist the hospitals, particularly Waterbury Hospital, because of its request for pharmacists and pharmacy technicians. The corps is a group of volunteers that can be called in by DPH to assist in emergencies. The last time it was used was during the first few months of COVID.

Boyle, the spokesman at DPH, said Prospect Medical did contact the agency about opportunities for Medical Reserve Corps support.

“MRC chapters are local in nature. DPH reached out to the Capitol Region Council of Governments (Hartford area) based on the request for support to connect [Prospect Medical] administrators with the regional Medical Reserve Corps liaison,” he said last week. “DPH did not receive activation paperwork, indicating that no activation of volunteers was needed. [Prospect Medical] managed their own staffing levels to support hospital operations.”

But emails show that the discussion about calling in the MRC lasted for several days, with emergency medical officials from the Naugatuck Valley pushing to have them activated. Officials with the Division of Emergency Management decided the situation did not call for using the volunteer force to assist a for-profit institution.

The request led to a discussion between Provenzano and Brenda Bergeron, head of DEMHS, about when the corps should be used. Bergeron told DPH officials “activation of a volunteer civil preparedness force to support private sector activities should be used only when there is an imminent threat to life safety or private resources are not available.”

In a recent interview with The Mirror, Bergeron said, “DEMHS would have supported an activation of an MRC team in this situation if approved by DPH. MRC Teams are by statute under the auspices of DPH, so activation would ultimately have been their call.”

Anwar said the state’s reaction to that request should be reviewed.

“We are in the midst of a disaster, it’s localized but it’s really a disaster. Can you help us?” Anwar said. “But at that time, rather than having a support system, the conversation is that if you’re not safe, we will shut you down.”

Anwar said that's not the conversation health care systems want to have in the middle of a crisis, when "radiologists are living in the hospital for weeks at a time to ensure they can physically run X-ray results to doctors."

Anwar said the cyberattack also showed how hospital systems' reliance on technology can be exposed. For example, he said, it is typical in hospitals for one person to monitor up to 20 cardiac patients on one computer. If the system goes down, however, each one of those patients needs to be individually monitored.

"You're seeing 20 patients, if not more, looking at everybody's heart rhythm, and in a matter of a second, that one person is going to be saying 'Oh, room 22 is having an arrhythmia, need to code and respond,'" Anwar said. "Now, with the technology not being there, every single room had to have one person sitting there looking at that monitor."



At different times during the cyberattack, Manchester Hospital was fully diverting patients. SHAHRZAD RASEKH / CT MIRROR

Tuesday, Aug. 15, 4:04 p.m.: ‘National Guard or anything?’

DPH’s escalating concerns about patient care at Waterbury Hospital in particular also may have stemmed from another complaint it received, this one on Aug. 15.

This complaint came from Rep. Christie Carpino, R-Cromwell, who got a message from a constituent who said her dad was on a gurney in the hallway of an emergency room for two days.

Karla McClain reached out to Carpino on Facebook on behalf of her father, 71-year-old John Chipelo, who fell on Aug. 13 in his Naugatuck home after his hip gave out. His family called an ambulance, which brought him to Saint Mary’s Hospital in Waterbury that morning.

With patients being diverted from Waterbury Hospital, McClain said, Saint Mary’s emergency department was overrun. People were lying on gurneys in the hallways, and doctors and nurses were stretched thin. Her father was in “excruciating pain” but did not receive adequate attention or medication to treat it, she said.

He remained on a gurney in the hallway for two days before finally being admitted Aug. 15. At times, McClain said, it got so crowded in the emergency room that people were sitting on the floor.

A spokeswoman for Saint Mary’s said facility leaders communicated daily with Waterbury Hospital officials and offered support.

“During this period, we did see a significant increase in patient volume in the emergency department, inpatient admissions and outpatient services,” the spokeswoman, Stephanie Valickis, said. “We worked diligently to accommodate the increased demand and implemented solutions to ensure we were optimizing the flow of patients throughout the hospital.”

“Over the course of a three-week period, Saint Mary’s assumed requested medical, ST-Segment Elevation Myocardial Infarction (STEMI) and stroke diversions from Waterbury Hospital,” she added. “With respect to patient feedback, Saint Mary’s Hospital has a very rigorous standard process in which our Patient Advocate fully investigates every complaint and works thoughtfully to bring resolution to our patients and their families.”

McClain shared her concerns with Carpino and Sen. Matthew Lesser, D-Middletown, which were forwarded to the state health department.

“My dad was in the hallway of the ER for two days before he got a bed and there were so many people sitting on the floor and waiting for hours,” McClain wrote. “Could there be any solutions to help this situation, like the National Guard or anything?”

In an interview with The Mirror, McClain recalled feeling “powerless” as she watched her dad in pain that day.

“I just felt bad that we couldn’t do more to help him, and we couldn’t do more to get him the comfort he needed,” she said. “You feel very powerless when there’s nothing you can do. You’re sort of at the mercy of what else is happening.”

Chipelo, who had cancer, died in September.

McClain said she received a reply from the state about her complaint indicating they were looking into the situation, but she hasn’t received an update since. She hopes officials consider better procedures and additional resources for hospitals should a similar attack occur again.

“With this going on for weeks, why would you not find something else to do to help patients so they can get the care they need?” McClain said. “It was astounding. [At one point], the whole first floor was filled with people waiting, either waiting for family members or waiting themselves to be seen.”

Boyle said DPH has not concluded its investigation into McClain’s concerns, “therefore we cannot release any additional details until such time it is closed.”



Rockville General Hospital. The heads of the Prospect-owned hospitals said they are still recovering from the attack. SHAHRZAD RASEKH / CT MIRROR

Monday, Aug. 21, 4:34 p.m.: Back in the next few days

Just over a week after the cyberattack began, state officials learned the hospitals were unable to bill Medicaid for services, creating deeper financial difficulties. Adelita Orefice, chief of staff at the health department, told her team that Prospect's hospitals in Rhode Island were requesting advances on Medicaid funding because they couldn't properly file claims.

Hospital officials faced similar challenges in Connecticut. Prospect representatives had reached out to Gainwell Technologies, the contractor that oversees Medicaid billing and claims processing for the state Department of Social Services.

DSS spokesman Jalmar De Dios said Prospect officials were unable to bill Medicaid because of their computer problems. The agency advanced them funding during the emergency.

"Since they are still seeing Medicaid clients and are unable to bill for these services, we have been issuing interim payments to them," De Dios said in an email to The

Mirror. “The interims are based on their average Medicaid payments from the most recent six or so claim cycles. Once the system/billing issues are corrected and they submit their back billing, we will recoup all the interims.”

De Dios said the state so far has recouped about \$1.9 million of the \$7.5 million advanced.

McCarthy Vahey said hospital officials mentioned the problems with billing and making insurance claims when meeting with legislators on Sept. 26 while elaborating about the financial strain the cyberattack has caused.

“Part of what we talked about is certainly the impact on billing and insurance claims. All those things are done electronically. Having to do those by hand takes time and impacts the predictable nature of cash flow,” she said.

The last emails provided to The Mirror by DPH are from Aug. 21 and 22.

In one of them, Cass said, “we’ve heard anecdotally: the facilities may be coming back to pre-cyber functionality in the next few days.”

In an email from DPH attorney Henry Salron to his counterparts at the attorney general’s office, Salron forwarded an update Prospect Medical had provided to DPH on Aug. 22. Prospect Medical has not provided another update to either DPH or the attorney general since Aug. 22.

The problems, however, persisted.

That same day, Rockville Hospital issued another diversion notification that they could not accept stroke patients. Manchester Hospital was still fully diverting patients, dispatch records show, until Aug. 28. The last notification issued by either hospital was on Sept. 11, when Rockville once again put out a stroke diversion order. The next day, ECHN notified emergency medical personnel in the region that all systems were back online.

The cyberattack was over, but, as legislators learned last week, the damage it inflicted persists.

The aftermath: 'You're in bad shape'

Executives from Waterbury Hospital and ECHN, as well as a representative of Yale New Haven Health, went to the Capitol to meet with Lamont and lawmakers on Sept. 26 to deliver a unified message: The state needs to move fast to finalize the sale of the three hospitals to Yale. If the sale isn't expedited, they warned, the three hospitals may no longer be financially viable.

An official from Prospect also attended.

Recently, hospital leaders told legislators, they are even having "difficulty paying for bed linens," according to people at the meeting.

Dean Sittig, a professor of biomedical informatics at the University of Texas Health Science Center, said it's not surprising that some hospitals take a long time to recover from a cyberattack.

The length of time it takes to restore computer systems and return to normal procedure after a data breach depends on how prepared a hospital is before an attack, he said.

"I've seen places take a month, even six weeks," Sittig said. "A lot of it has to do with how your networks are configured, how prepared you are and what sort of backups you have in place. In a ransomware [attack], they lock part of your computer. If you don't have a backup of that, you're in bad shape."

In the meeting with legislators, hospital officials said their computer system was old and their software needed to be updated — problems they hoped Yale New Haven Health would be able to address quickly when the sale goes through.

With cyberattacks against medical facilities becoming more common, Sittig said, some hospitals still have work to do to protect their data.

"I guess some think it can't happen to them. They might think, 'I'm too inconsequential for anyone to bother attacking me,'" Sittig said. "But they don't understand that these systems work by people programming computers to try [to

breach] every computer in the entire country. It's not like they're picking someone out and saying, 'Let's go to this little hospital in Connecticut and try something.'"

"This is a problem that can be prevented."

Robert L. Miller

From: Robert L. Miller
Sent: Thursday, September 28, 2023 3:06 PM
To: Adam B. Libros; Andover EMD Amber Armitage (ampam44@hotmail.com); Andover Fire Chief Ron Mike - Andover Fire Dept (10ptr@sbcglobal.net); Andover Trooper (abigail.belcher@ct.gov); Andrew W. Franklin; 'Ashford EMD (emd@ashfordtownhall.org)'; Ashford First Selectman - Ashford (firstselectman@ashfordtownhall.org); 'Bolton Fire'; 'Bolton Fire Chief Bruce Dixon - Bolton (boltonchief34@gmail.com)'; 'Bolton Town Manager'; 'Chaplin First Selectman'; 'Charles Rexroad'; 'Columbia First Selectman'; 'Columbia Town Administrator'; 'Columbia Trooper, Gregory DeCarli'; 'Coventry Town Manager'; 'Coventry Volunteer Fire'; 'Dep EMD Chaplin'; 'Doug Racicot TollandCounty 911'; 'Ellyssa Eror MD (ellyssa.eror@uconn.edu)'; Eric Anderson (eanderson@andoverct.org); 'Erika Wiecenski'; 'Ernie Mellor (emellor@sbcglobal.net)'; 'Fire Chief, Ashford'; Gary Greenberg (firstselectman@scotlandct.org); 'James Randall (emd@chaplinct.org)'; Jason Beaumont (chief@svfd16.com); Jeff Spadjinske (jspadjinske@coventryct.org); 'Jerry James (jamesjl0625@gmail.com)'; 'John Littell (jlittell@tolland.org)'; 'Ken Dardick (kdardick@gmail.com)'; Laura Stone; Keith M. Timme; Margaret Chatey; 'Neil Prendergast - UConn fire'; Pam Sawyer; 'qvec@sbcglobal.net'; 'rpalmer12@snet.net'; Ryan J. Aylesworth; 'scobb@willingtonfire.org'; Sharon Cournoyer; 'Steve Postemsky Columbia Fire'; 'tmillix@tollandcounty911.org'; 'Tolland Town Manager'; 'Travis Irons'; 'UConn Fire'; 'UConn OEM (Public Safety)'; 'UConn Police Chief'; 'Willington #1 FD'; 'Willington Fire Chief'; 'Ashford Superintendent'; 'Bolton Superintendent'; 'bruneauv@andoverelementaryct.org'; 'Chaplin Superintendent'; 'Columbia Superintendent'; 'Coventry Superintendent'; 'Hans Christian Anderson Preschool Regina Kiser'; 'Mansfield Oak Grove (jorge@ogms.org)'; Peter Dart; 'Oak Grove Montessori - Jo Ann Aitken'; Carol Lavigne; 'Region 8 Superintendent (RHAM)'; 'Scotland Superintendent - Town of Scotland (vbruneau@scotlandes.org)'; 'Tolland Superintendent'; 'Willington Center School'; Smith, Davis
Cc: EHHD-Staff
Subject: Mosquitoes carry Eastern Equine Encephalitis trapped in Eastern Highlands Health District Towns

Greetings Everyone – While no human cases of Eastern Equine Encephalitis (EEE) have been identified in the State, mosquitoes recently collected from traps located in Mansfield, Tolland, Willington and other eastern CT towns tested positive for EEE.

All residents are encouraged to take personal protective measures to reduce the risk of being bitten by mosquitoes. This includes:

- Minimize time spent outdoors between dusk and dawn when mosquitoes are most active.
- Consider the use of mosquito repellents containing an EPA-registered active ingredient, including DEET, Picaridin, IR3535, oil of lemon eucalyptus, para-methane-diol (PMD), or 2-undecanone when it is necessary to be outdoors.
- Wear shoes, socks, long pants, and a long-sleeved shirt when outdoors for long periods of time, or when mosquitoes are more active. Clothing should be light-colored and loose-fitting and made of tightly woven materials that keep mosquitoes away from the skin.
- Be sure door and window screens are tight-fitting and in good repair.
- Use mosquito netting when sleeping outdoors or in an unscreened structure and to protect infants when outdoors.

More information on this matter can be found in the below press release issued today by the CT DEEP:

<https://portal.ct.gov/DEEP/News-Releases/News-Releases---2023/DEEP-Mosquito-Program-to-Spray-for-Mosquitoes-Carrying-EEE-in-Mt-Misery-Area-of-Pachaug-SF>

Please feel free to pass this information to your networks.

Please let me know if you have any questions.

Yours in health,

Robert L. Miller, MPH, RS

Director of Health

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Tested Mosquitos In Tolland, Mansfield, Willington Prompt EEE Warning

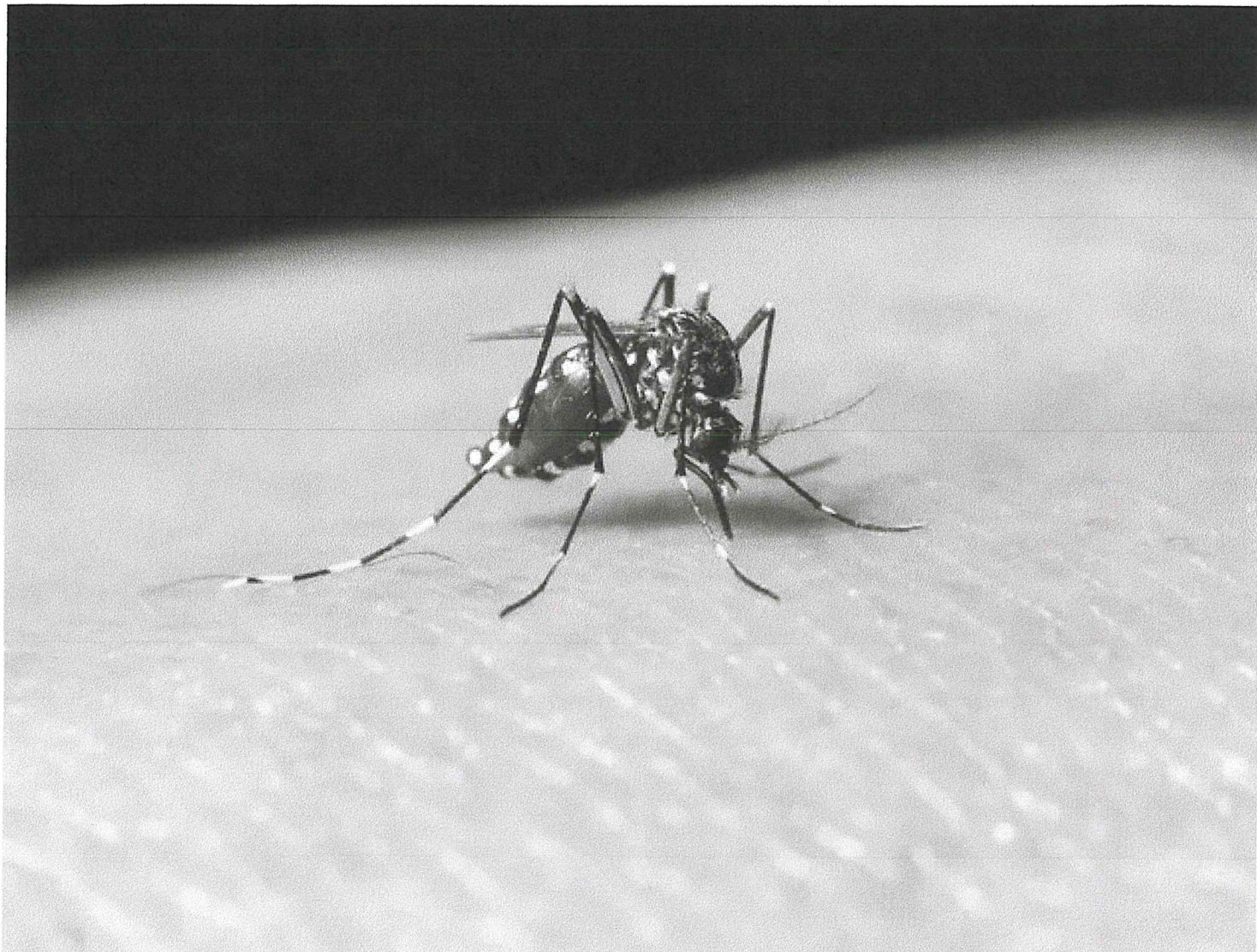
Trapped mosquitos in Eastern Highlands Health District towns have led to a health warning.



Chris Dehnel, Patch Staff

Posted Thu, Sep 28, 2023 at 4:16 pm ET

Reply



Mosquitos trapped in Eastern Highlands Health District towns have tested out for EEE. (Shutterstock)

TOLLAND COUNTY, CT — An Eastern Equine Encephalitis advisory has been issued after positive tests from trapped mosquitos in Eastern Highlands Health District towns.

Health district officials Thursday said that, while no human cases of EEE have been identified in the State, mosquitoes recently collected from traps in Mansfield, Tolland, Willington and other eastern Connecticut towns have tested positive for the disease.

"All residents are encouraged to take personal protective measures to reduce the risk of being bitten by mosquitoes," health district officials said.

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This includes:

- Minimize time spent outdoors between dusk and dawn when mosquitoes are most active.
- Consider the use of mosquito repellents containing an EPA-registered active ingredient, including DEET, Picaridin, IR3535, oil of lemon eucalyptus, para-methane-diol (PMD), or 2-undecanone when it is necessary to be outdoors.
- Wear shoes, socks, long pants, and a long-sleeved shirt when outdoors for long periods of time, or when mosquitoes are more active. Clothing should be light-colored and loose-fitting and made of tightly woven materials that keep mosquitoes away from the skin.
- Be sure door and window screens are tight-fitting and in good repair.
- Use mosquito netting when sleeping outdoors or in an unscreened structure and to protect infants when outdoors.

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Robert L. Miller

From: Robert L. Miller
Sent: Thursday, September 28, 2023 3:06 PM
To: Adam B. Libros; Andover EMD Amber Armitage (ampam44@hotmail.com); Andover Fire Chief Ron Mike - Andover Fire Dept (10ptr@sbcglobal.net); Andover Trooper (abigail.belcher@ct.gov); Andrew W. Franklin; Ashford EMD (emd@ashfordtownhall.org); Ashford First Selectman - Ashford (firstselectman@ashfordtownhall.org); Bolton Fire; Bolton Fire Chief Bruce Dixon - Bolton (boltonchief34@gmail.com); Bolton Town Manager; Chaplin First Selectman; Charles Rexroad; Columbia First Selectman; Columbia Town Administrator; Columbia Trooper, Gregory DeCarli; Coventry Town Manager; Coventry Volunteer Fire; Dep EMD Chaplin; Doug Racicot TollandCounty 911; Ellyssa Eror MD (ellyssa.eror@uconn.edu); Eric Anderson (eanderson@andoverct.org); Erika Wiczenski; Ernie Mellor (emellor@sbcglobal.net); Fire Chief, Ashford; Gary Greenberg (firstselectman@scotlandct.org); James Randall (emd@chaplinct.org); Jason Beaumont (chief@svfd16.com); Jeff Spadjinske (jspadjinske@coventryct.org); Jerry James (jamesjl0625@gmail.com); John Littell (jlittell@tolland.org); Ken Dardick (kdardick@gmail.com); Laura Stone; Keith M. Timme; Margaret Chatey; Neil Prendergast - UConn fire; Pam Sawyer; qvec@sbcglobal.net; rpalmer12@snet.net; Ryan J. Aylesworth; scobb@willingtonfire.org; Sharon Cournoyer; Steve Postemsky Columbia Fire; tmillix@tollandcounty911.org; Tolland Town Manager; Travis Irons; UConn Fire; UConn OEM (Public Safety); UConn Police Chief; Willington #1 FD; Willington Fire Chief; Ashford Superintendent; Bolton Superintendent; bruneauv@andoverelementaryct.org; Chaplin Superintendent; Columbia Superintendent; Coventry Superintendent; Hans Christian Anderson Preschool Regina Kiser; Mansfield Oak Grove (jorge@ogms.org); Peter Dart; Oak Grove Montessori - Jo Ann Aitken; Carol Lavigne; Region 8 Superintendent (RHAM); Scotland Superintendent - Town of Scotland (vbruneau@scotlandes.org); Tolland Superintendent; Willington Center School; Smith, Davis

Cc: EHHD-Staff
Subject: Mosquitoes carry Eastern Equine Encephalitis trapped in Eastern Highlands Health District Towns

Greetings Everyone – While no human cases of Eastern Equine Encephalitis (EEE) have been identified in the State, mosquitoes recently collected from traps located in Mansfield, Tolland, Willington and other eastern CT towns tested positive for EEE.

All residents are encouraged to take personal protective measures to reduce the risk of being bitten by mosquitoes. This includes:

- Minimize time spent outdoors between dusk and dawn when mosquitoes are most active.
- Consider the use of mosquito repellents containing an EPA-registered active ingredient, including DEET, Picaridin, IR3535, oil of lemon eucalyptus, para-methane-diol (PMD), or 2-undecanone when it is necessary to be outdoors.
- Wear shoes, socks, long pants, and a long-sleeved shirt when outdoors for long periods of time, or when mosquitoes are more active. Clothing should be light-colored and loose-fitting and made of tightly woven materials that keep mosquitoes away from the skin.
- Be sure door and window screens are tight-fitting and in good repair.
- Use mosquito netting when sleeping outdoors or in an unscreened structure and to protect infants when outdoors.

More information on this matter can be found in the below press release issued today by the CT DEEP:

<https://portal.ct.gov/DEEP/News-Releases/News-Releases---2023/DEEP-Mosquito-Program-to-Spray-for-Mosquitoes-Carrying-EEE-in-Mt-Misery-Area-of-Pachaug-SF>

Please feel free to pass this information to your networks.

Please let me know if you have any questions.

Yours in health,

Robert L. Miller, MPH, RS

Director of Health
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Preventing Illness and Promoting Wellness in the Communities We Serve

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Press Releases



News Release

Department of Energy and Environmental Protection

79 Elm Street
Hartford, CT 06106

09/28/2023

DEEP Mosquito Management Program to Spray for Mosquitoes Carrying EEE in Mt. Misery Area of Pachaug State Forest

While No Human Cases of EEE so far this Season, Detections of EEE-carrying Mosquitoes in this Area Remain High as We Near End of Mosquito Season

(HARTFORD) — While the end of mosquito season is approaching, and there have been no cases of Eastern Equine Encephalitis (EEE) in humans so far this season, the risk-level in the eastern part of the state for EEE virus remains elevated. The Connecticut Department of Energy and Environmental Protection (DEEP)'s Mosquito Management Program will be conducting spraying today in an area of Eastern Connecticut where mosquitoes containing EEE have continued to be detected at high levels, part of steps the program takes to minimize the potential spread of the virus to humans.

The Mosquito Management Program will be spraying for mosquitoes carrying EEE in the Mt. Misery-area of Pachaug State Forest this afternoon. Entrances to the State Forest will be closed beginning at 2 p.m. today, and the forest and nearby roads will be closed for the evening, re-opening at 8 a.m. on Friday, Sept. 29.

The spraying is being conducted out of an abundance of caution, as mosquitoes carrying EEE continue to be detected in the Mt. Misery area at high levels. EEE has been detected in the following towns this year: Canterbury, Griswold, Hampton, Killingly, Ledyard, Mansfield, Plainfield, Stonington, Thompson, Tolland, Voluntown, Willington, and Woodstock. No human or animal cases have been reported in Connecticut in 2023.

“DEEP encourages residents to take appropriate precautions as we are still not through the mosquito season,” **DEEP Commissioner Kat Dykes said.** “With the presence of EEE in mosquitoes in eastern Connecticut and West Nile Virus in other areas of the state, it’s very important that residents minimize time outdoors during dawn and dusk when mosquitoes are prevalent, and wear long sleeves and utilize bug spray at any point during those times.”

“Mosquitoes are still active, and residents should continue to take measures to prevent mosquito bites especially during episodes of unseasonably warm weather,” **said Dr. Philip Armstrong, Medical Entomologist at the Connecticut Agricultural Experiment Station.** “There is continued risk for mosquito-borne diseases until the first hard freeze when mosquito activity ends.”

“Since there is no vaccine for EEE, protection from this virus depends on personal protective measures to decrease exposure to infected mosquitoes,” **said Connecticut Department of Public Health Commissioner Manisha Juthani, MD.** “Symptoms from EEE include severe headache and neck stiffness which can result in nausea, vomiting, and dehydration. Anyone experiencing these symptoms should seek medical attention immediately.”

The insecticide the Mosquito Management Program will be spraying contains sumithrin and prallethrin. Campers have been notified of the spraying and have been advised to leave the area while spraying is conducted.

The following forest roads will be closed beginning at 2:00 p.m. today; DEP Trail 1, Gardner Rd., Stone Hill Rd., Trail 1, Lee Rd., Lawrence Rd., Trail 2, Rte. 49 North entrance. Road gates in these areas will be closed during this time, and visitors are advised to plan visits and activities accordingly, avoiding the area while spraying is conducted. Campers have been advised to avoid the area until at least 8 a.m. on Friday, Sept. 29.

To reduce the risk of being bitten by mosquitoes, residents should:

- Minimize time spent outdoors between dusk and dawn when mosquitoes are most active.
- Consider the use of mosquito repellents containing an EPA-registered active ingredient, including DEET, Picaridin, IR3535, oil of lemo eucalyptus, para-methane-diol (PMD), or 2-undecanone when it is necessary to be outdoors.
- Wear shoes, socks, long pants, and a long-sleeved shirt when outdoors for long periods of time, or when mosquitoes are more active. Clothing should be light-colored and loose-fitting and made of tightly woven materials that keep mosquitoes away from the skin.
- Be sure door and window screens are tight-fitting and in good repair.
- Use mosquito netting when sleeping outdoors or in an unscreened structure and to protect infants when outdoors.

For information on EEE, West Nile Virus, and other mosquito-borne diseases, what can be done to prevent getting bitten by mosquitoes, the latest mosquito test results, and human infections, visit the Connecticut Mosquito Management Program website at <https://portal.ct.gov/mosquito>

Twitter: [@CTDEEPNews](https://twitter.com/CTDEEPNews)

Facebook: [DEEP on Facebook](#)

Contact

DEEP Communications

DEEP.communications@ct.gov

[860-424-3110](tel:860-424-3110)



Eastern Highlands Health District

4 South Eagleville Road • Mansfield CT 06268 • Tel: (860) 429-3325 • Fax: (860) 429-3321 • Web: www.EHHD.org

October 2, 2023

Re: Businesses Offering Food that is Temperature Controlled for Safety

Dear Establishment Operator/Owner –

You are receiving this letter because your business is affected by **recently adopted Connecticut Department of Public Health regulations. The new law that went into effect on February 17, 2023 implements the FDA Model Food Code state-wide by adding Sections 19a-36h-1 to 19a-36h-7 to the Regulations of the State Agencies.** This new law has resulted in a variety of changes for establishments providing food to the public in Connecticut. Most notably, **if your business offers food products that are temperature controlled for safety (TCS), then the new FDA Model Food Code applies to your operations.** Examples of TCS foods include but are not limited to milk, eggs, cheese, ice cream, lunch meats, and other similar potentially hazardous foods that require cold holding during storage and display.

With the passing of this new law, and the adoption of regulation 19a-36h this letter is being sent to provide **notice of key changes that you should be aware**, if you offer TCS foods. They are as follows:

- *Your establishment will be required to apply to the Eastern Highlands Health District (EHHD) for a food service license to offer TCS foods to the public.*
- *You will be receiving a letter in January providing instructions on how to apply for your EHHD license to offer food to the public.*
- *Your establishment will be subject to health inspections by EHHD field inspectors to determine compliance with the FDA Model Food Code on an annual basis.*

If you would prefer to move ahead with the license application process and not wait for the January letter referenced above, or you feel that your operations do not fall under these new regulations, please call us at 860-429-3325.

The Food Protection Program at the Eastern Highlands Health District realizes that this may be a transition for you and for us as we work under the new requirements. We understand that changes may generate questions. We are however committed to working with you throughout the transition process as we collectively ensure the quality of your product, and the health and safety of your patrons.

We encourage you to begin reviewing information currently available in preparation for this important transition. For more information go to: <http://ehhd.org/fdacodes>
Please feel free to call or email any questions. Our phone number is 860-429-3325.
The email address is ehhd@ehhd.org.

Thank you in advance for your understanding and cooperation!

Yours in Health,

Robert L. Miller, MPH, RS

A handwritten signature in black ink, appearing to read 'R. L. Miller', written in a cursive style.

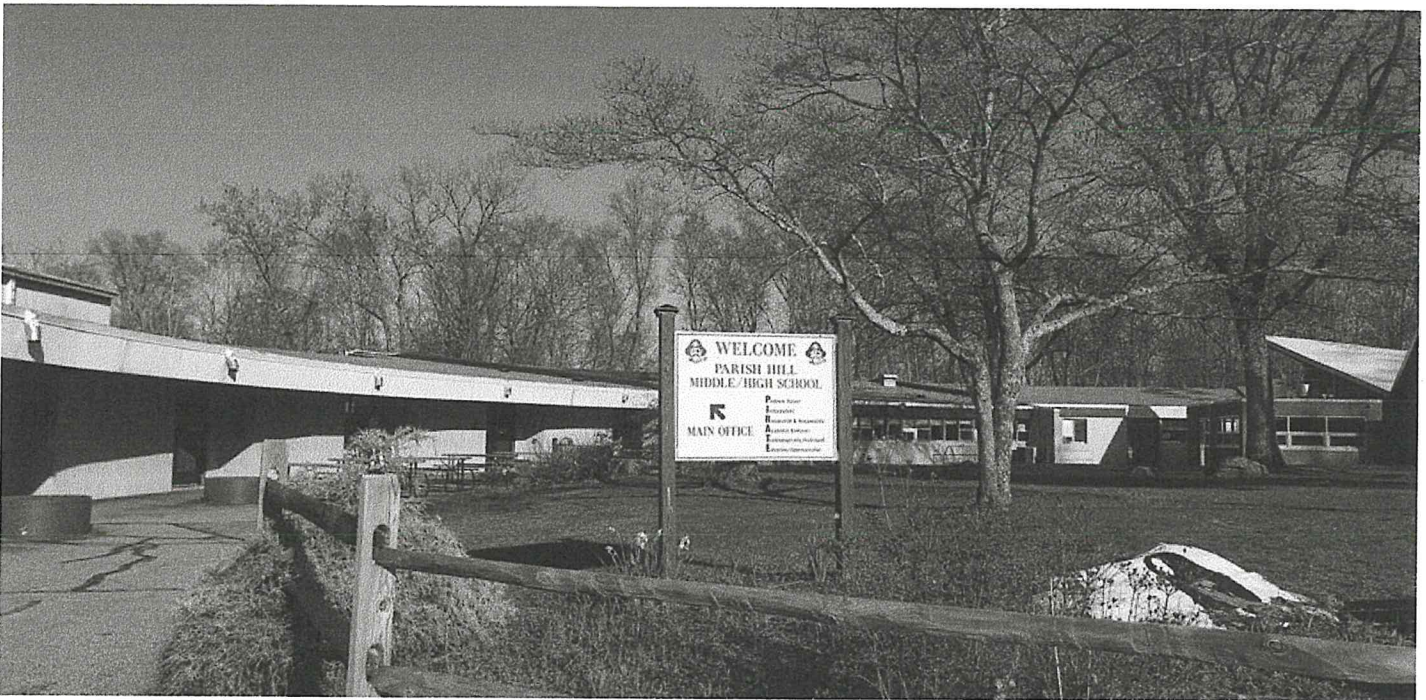
Director of Health
Eastern Highlands Health District

https://www.thechronicle.com/news/parish-hill-closes-early-thursday-limits-water-usage-friday/article_ac39843c-5401-11ee-bcbf-77622f350350.html

Parish Hill closes early Thursday, limits water usage Friday

TRACI HASTINGS @theCTChronicle

Sep 16, 2023



Parish Hill High School in Chaplin.

Traci Hastings

CHAPLIN — Parish Hill Junior/Senior High School closed early on Thursday for a water issue related to Wednesday's storms, but reopened on Friday.

Superintendent Kenneth Henrici said maintenance notified him at 6:43 a.m. Thursday that there was no water at the school in Chaplin, which serves seventh through 12th grades from Hampton and Scotland as well.

“The well station was knocked out either by flooding or lightning,” Henrici said.

Heavy rains in the area caused massive flooding in nearby Scotland, with at least seven inches of rain recorded in that town as of Wednesday night and Chaplin had several roads closed temporarily earlier in the day on Wednesday.

However, at 6:43 a.m., middle and high school students were already on buses en route to the school. Sending the students back to their homes as soon as they arrived at the school wasn't an option, Henrici said, because those buses had to start the routes for the elementary schools in Chaplin and Hampton. Scotland students weren't bused in on Thursday; either they couldn't attend school or their families had to drive them in as the flooding washed out several roads in town, as well as closed the elementary school.

Instead, Henrici said the school immediately contacted a well service company, with LaFramboise Water Service coming to assess the damage and the necessary repairs. If the well could have been repaired swiftly, school would have remained opened. If the repairs would take several hours – as turned out to be the case – then the buses would return from the elementary school routes to take the middle and high school students back home. Families from Scotland were notified to pick their children back up.

In the meantime, for the short time the students and staff were at the school, there was access to a portable toilet.

“There was no health issue whatsoever,” Henrici said, noting many families expressed concerns about the situation to the administration as rumors spread on social media.

The well station was repaired by the end of the day on Thursday.

As a precaution, based on the advice from the Eastern Highlands Health District, the school did not plan on using the water at the school, except for toilets, on Friday. The water coming out of the repaired system was tested and sent off for a laboratory analysis, with Henrici expecting the results back before school begins again on Monday. In the meantime, only a cold lunch of sandwiches and chips was offered on Friday, and all students and staff would drink bottled water and use wipes to clean their hands as necessary until the lab results show that the water is potable.



The Connecticut Agricultural Experiment Station

Putting Science to Work for Society since 1875

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PRESS RELEASE

FOR IMMEDIATE RELEASE

Wednesday September 12, 2023

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Risk of Mosquito-Borne Diseases Continues: Eastern Equine Encephalitis Positive Mosquitoes Found in 6 Connecticut Towns

West Nile Virus Detected in 33 Connecticut Towns

New Haven, CT – The State Mosquito Management Program is warning Connecticut residents about the risk of infection by eastern equine encephalitis (EEE) and West Nile virus (WNV) this season. So far, the Connecticut Agricultural Experiment Station (CAES) has detected EEE-infected mosquitoes in: Hampton, Killingly, Thompson, Tolland, Voluntown, and Woodstock. In addition, WNV-infected mosquitoes have been detected in: Bethel, Branford, Bridgeport, Colchester, Danbury, Darien, East Haddam, East Haven, Fairfield, Glastonbury, Greenwich, Hartford, Hebron, Killingworth, Manchester, Mansfield, Middlefield, Milford, New Canaan, New Haven, North Stonington, Norwalk, South Windsor, Stamford, Tolland, Wallingford, Waterbury, Waterford, West Haven, Westport, Wethersfield, Willington, and Wilton. Two human cases of WNV infection have also been reported in Connecticut so far this year.

"We are seeing a late season rise in the numbers of mosquitoes carrying EEE virus in communities in eastern Connecticut," said Dr. Philip Armstrong, Medical Entomologist at the CAES. "In addition, we are continuing to detect West Nile virus in numerous towns throughout the state. Late summer-early fall is the critical time of the year when virus activity reaches its peak in the mosquito population and the risk is expected to continue until the first hard frost in October."

"We are experiencing a very active mosquito season for this time of year due to the unseasonably warm weather during recent weeks," said Dr. Jason White, Director of CAES. "We strongly encourage residents throughout the state to take simple steps to prevent mosquito bites. This includes applying insect repellent and covering bare skin, especially during dusk and dawn when biting mosquitoes are most active."

Protecting Agriculture, Public Health, and the Environment
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To reduce the risk of being bitten by mosquitoes, residents should:

- Minimize time spent outdoors between dusk and dawn when mosquitoes are most active.
- Consider the use of mosquito repellents containing an EPA-registered active ingredient, including DEET, Picaridin, IR3535, oil of lemon eucalyptus, para-methane-diol (PMD), or 2-undecanone when it is necessary to be outdoors.
- Wear shoes, socks, long pants, and a long-sleeved shirt when outdoors for long periods of time, or when mosquitoes are more active. Clothing should be light-colored and loose-fitting and made of tightly woven materials that keep mosquitoes away from the skin.
- Be sure door and window screens are tight-fitting and in good repair.
- Use mosquito netting when sleeping outdoors or in an unscreened structure and to protect infants when outdoors.

EEE is a rare but serious illness in humans with 4-8 cases reported in a typical year in the U.S. The last major outbreak occurred in 2019, involving 38 human cases nationally, with 19 cases occurring in New England. EEE is the most severe mosquito-transmitted disease in the U.S., with approximately 40 percent mortality and neurological impairment in most survivors.

West Nile virus is the most common mosquito-borne viral disease in the United States and occurs every summer in Connecticut. One hundred eighty-one human cases of West Nile virus, including four fatalities, have been reported in Connecticut residents since 2000.

Connecticut Mosquito Management Program

The response to mosquito transmitted diseases in Connecticut is a collaborative inter-agency effort involving the Department of Energy and Environmental Protection (DEEP), The Connecticut Agricultural Experiment Station (CAES), the Department of Public Health (DPH), the Department of Agriculture, and the Department of Pathobiology at the University of Connecticut (UCONN). These agencies are responsible for monitoring mosquito populations and the potential public health threat of mosquito-borne diseases.

The CAES maintains a network of 108 mosquito-trapping stations in 88 municipalities throughout the state. CAES begins mosquito trapping and testing in June and continues into October. Positive findings are reported to local health departments and on the CAES website at <https://portal.ct.gov/caes>.

For information on WNV and other mosquito-borne diseases, what can be done to prevent getting bitten by mosquitoes, the latest mosquito test results, and human infections, visit the Connecticut Mosquito Management Program web site at <https://portal.ct.gov/mosquito>.

###

FDA NEWS RELEASE

FDA Takes Action on Updated mRNA COVID-19 Vaccines to Better Protect Against Currently Circulating Variants

For Immediate Release:

September 11, 2023

Today, the U.S. Food and Drug Administration took action approving and authorizing for emergency use updated COVID-19 vaccines formulated to more closely target currently circulating variants and to provide better protection against serious consequences of COVID-19, including hospitalization and death. Today's actions relate to updated mRNA vaccines for 2023-2024 manufactured by ModernaTX Inc. and Pfizer Inc. Consistent with the totality of the evidence (<https://www.fda.gov/vaccines-blood-biologics/updated-covid-19-vaccines-use-united-states-beginning-fall-2023>) and input from the FDA's expert advisors, these vaccines have been updated to include a monovalent (single) component that corresponds to the Omicron variant XBB.1.5.

What You Need to Know

- **Individuals 5 years of age and older regardless of previous vaccination** are eligible to receive a single dose of an updated mRNA COVID-19 vaccine at least 2 months since the last dose of any COVID-19 vaccine.
- **Individuals 6 months through 4 years of age who have previously been vaccinated** against COVID-19 are eligible to receive one or two doses of an updated mRNA COVID-19 vaccine (timing and number of doses to administer depends on the previous COVID-19 vaccine received).
- **Unvaccinated individuals 6 months through 4 years of age** are eligible to receive three doses of the updated authorized Pfizer-BioNTech COVID-19 Vaccine or two doses of the updated authorized Moderna COVID-19 Vaccine.
- The FDA is confident in the safety and effectiveness of these updated vaccines and the agency's benefit-risk assessment demonstrates that the benefits of these vaccines for individuals 6 months of age and older outweigh their risks.
- Individuals who receive an updated mRNA COVID-19 vaccine may experience similar side effects as those reported by individuals who previously received mRNA COVID-19 vaccines as described in the respective prescribing information or fact sheets.

- The updated vaccines are expected to provide good protection against COVID-19 from the currently circulating variants. Barring the emergence of a markedly more virulent variant, the FDA anticipates that the composition of COVID-19 vaccines may need to be updated annually, as is done for the seasonal influenza vaccine.
- The U.S. Centers for Disease Control and Prevention’s Advisory Committee on Immunization Practices will meet tomorrow (Sept. 12), to discuss clinical recommendations on who should receive an updated vaccine, as well as further considerations for specific populations such as immunocompromised and older individuals.
- Manufacturers have publicly announced that the updated vaccines would be ready this fall, and the FDA anticipates that the updated vaccines will be available in the near future.

“Vaccination remains critical to public health and continued protection against serious consequences of COVID-19, including hospitalization and death,” said Peter Marks, M.D., Ph.D., director of the FDA’s Center for Biologics Evaluation and Research. “The public can be assured that these updated vaccines have met the agency’s rigorous scientific standards for safety, effectiveness, and manufacturing quality. We very much encourage those who are eligible to consider getting vaccinated.”

The updated mRNA vaccines are each approved for individuals 12 years of age and older and are authorized under emergency use for individuals 6 months through 11 years of age. As part of today’s actions, the bivalent Moderna and Pfizer-BioNTech COVID-19 vaccines are no longer authorized for use in the United States.

Data Supporting the Updated mRNA COVID-19 Vaccines (2023-2024 Formula)

The mRNA COVID-19 vaccines approved and authorized today are supported by the FDA’s evaluation of manufacturing data to support the change to the 2023-2024 formula and non-clinical immune response data on the updated formulations including the XBB.1.5 component.

- The updated mRNA vaccines are manufactured using a similar process as previous formulations. In studies that have been recently conducted, the extent of neutralization observed by the updated vaccines against currently circulating viral variants causing COVID-19, including EG.5 and BA.2.86, appears to be of a similar magnitude to the extent of neutralization observed with prior versions of the vaccines against corresponding prior variants against which they had been developed to provide protection. This suggests that the vaccines are a good match for protecting against the currently circulating COVID-19 variants.
- The benefit-risk profile of previously authorized and approved mRNA COVID-19 vaccines is well understood as these vaccines have been administered to hundreds of millions of

people in the United States.

Based on an evaluation of the totality of the evidence, the benefit-risk profile is favorable for individuals 6 months of age and older to receive an updated COVID-19 mRNA vaccine. Although serious outcomes from COVID-19 are less common in younger individuals, they do occur, and it has been demonstrated that recently receiving a COVID-19 vaccine reduces the risk of such serious outcomes.

Additional Details on Today's Actions

Specifically, today's actions include:

- Approval of Comirnaty (COVID-19 Vaccine, mRNA) to include the 2023-2024 formula, and a change to a single dose for individuals 12 years of age and older. Comirnaty was previously approved as a two-dose series for individuals 12 years of age and older.
- Approval of Spikevax (COVID-19 Vaccine, mRNA) to include the 2023-2024 formula, a change to a single dose for individuals 18 years of age and older, and approval of a single dose for individuals 12 through 17 years of age. Spikevax was previously approved as a two-dose series for individuals 18 years of age and older.
- Authorization of Moderna COVID-19 Vaccine for emergency use in individuals 6 months through 11 years of age to include the 2023-2024 formula and lower the age eligibility for receipt of a single dose from 6 years to 5 years of age. Additional doses are also authorized for certain immunocompromised individuals ages 6 months through 11 years, as described in the fact sheets.
- Authorization of Pfizer-BioNTech COVID-19 Vaccine for emergency use in individuals 6 months through 11 years of age to include the 2023-2024 formula. Additional doses are also authorized for certain immunocompromised individuals ages 6 months through 11 years, as described in the fact sheets.

The approval of Comirnaty (COVID-19 Vaccine, mRNA) (2023-2024 Formula) was granted to BioNTech Manufacturing GmbH. The EUA amendment for the Pfizer-BioNTech COVID-19 Vaccine (2023-2024 Formula) was issued to Pfizer Inc.

The approval of Spikevax (COVID-19 Vaccine, mRNA) (2023-2024 Formula) was granted to ModernaTX Inc. and the EUA amendment for the Moderna COVID-19 Vaccine (2023-2024 Formula) was issued to ModernaTX Inc.

Related Information

- [Comirnaty \(https://www.fda.gov/vaccines-blood-biologics/comirnaty\)](https://www.fda.gov/vaccines-blood-biologics/comirnaty) (COVID-19 Vaccine, mRNA) (2023-2024 Formula)

- [Spikevax \(https://www.fda.gov/vaccines-blood-biologics/spikevax\)](https://www.fda.gov/vaccines-blood-biologics/spikevax) (COVID-19 Vaccine, mRNA) (2023-2024 Formula)
- [Moderna COVID-19 Vaccine \(https://www.fda.gov/vaccines-blood-biologics/coronavirus-covid-19-cber-regulated-biologics/moderna-covid-19-vaccines\)](https://www.fda.gov/vaccines-blood-biologics/coronavirus-covid-19-cber-regulated-biologics/moderna-covid-19-vaccines) (2023-2024 Formula)
- [FDA Resources for the Fall Respiratory Illness Season \(https://www.fda.gov/fallvaccines\)](https://www.fda.gov/fallvaccines)
- [Pfizer-BioNTech COVID-19 Vaccine \(https://www.fda.gov/vaccines-blood-biologics/coronavirus-covid-19-cber-regulated-biologics/pfizer-biontech-covid-19-vaccines\)](https://www.fda.gov/vaccines-blood-biologics/coronavirus-covid-19-cber-regulated-biologics/pfizer-biontech-covid-19-vaccines) (2023-2024 Formula)
- [Updated COVID-19 Vaccines for Use in the United States Beginning in Fall 2023 \(https://www.fda.gov/vaccines-blood-biologics/updated-covid-19-vaccines-use-united-states-beginning-fall-2023\)](https://www.fda.gov/vaccines-blood-biologics/updated-covid-19-vaccines-use-united-states-beginning-fall-2023)
- [June 15, 2023, Meeting of the Vaccines and Related Biological Products Advisory Committee \(https://www.fda.gov/advisory-committees/advisory-committee-calendar/vaccines-and-related-biological-products-advisory-committee-june-15-2023-meeting-announcement\)](https://www.fda.gov/advisory-committees/advisory-committee-calendar/vaccines-and-related-biological-products-advisory-committee-june-15-2023-meeting-announcement)

###

The FDA, an agency within the U.S. Department of Health and Human Services, protects the public health by assuring the safety, effectiveness, and security of human and veterinary drugs, vaccines and other biological products for human use, and medical devices. The agency also is responsible for the safety and security of our nation's food supply, cosmetics, dietary supplements, products that give off electronic radiation, and for regulating tobacco products.

Inquiries

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✉ [FDA Office of Media Affairs \(mailto:FDAOMA@fda.hhs.gov\)](mailto:FDAOMA@fda.hhs.gov)

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Eastern Highlands Health District

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MEDIA RELEASE

FOR IMMEDIATE RELEASE

Thursday August 31, 2023

State Reports Positive Mosquitoes for West Nile Virus in Local Communities

Eastern Highlands Health District - The CT Mosquito Management Program announced that mosquitoes trapped in Mansfield and Willington on August 22 tested positive for West Nile virus (WNV). These results represent the first WNV positive mosquitoes identified in the Eastern Highlands Health District (EHHD) area by the Connecticut Agricultural Experiment Station (CAES) this year. Eastern Highlands Health District residents are reminded to protect themselves from mosquito bites and mosquito-borne diseases.

“With the first positive mosquitoes of the season in our area of the state, it is important to stay vigilant with avoiding mosquito bites till the season ends,” said Robert Miller, Director of Health at the EHHD. “As the virus amplifies in the mosquito population towards the end of the season we may see more positive test results until the first hard frost.”

The presence of West Nile Virus is a stark reminder that warmer and wetter weather continues to pose a risk of mosquito-borne diseases. The Eastern Highlands Health District urges residents to take necessary precautions to protect themselves and their families. This includes the following:

- **Use Mosquito Repellent:** Apply an EPA-approved insect repellent to exposed skin and clothing in accordance with directions.
- **Eliminate Breeding Sites:** Regularly empty and clean containers that can collect standing water, such as flowerpots, gutters, and birdbaths.
- **Wear Protective Clothing:** Long-sleeved shirts, pants, socks, and shoes can help reduce exposure.
- **Minimize time spent outdoors at Dusk and Dawn:** Mosquito activity is often highest during these times.
- **Keep Mosquitos Out of Homes:** Be sure door and window screens are tight-fitting and in good repair.

It is important to note that some people who become infected with West Nile Virus do not exhibit symptoms. However, some individuals, especially the elderly and those with weakened immune systems, may experience flu-like symptoms, such as fever, headache, body aches, and fatigue. In severe cases, WNV can lead to neurological complications.



Eastern Highlands Health District

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Eastern Highlands Health District encourages all individuals to stay informed and follow recommended guidelines to reduce the risk of mosquito-borne illnesses. For more information, residents can visit the EHHD website at WWW.EHHD.org/WestNile for additional information. More information on the CAES Mosquito Trapping and Testing program can be found at <https://portal.ct.gov/caes> .

The EHHD formed in 1997 is the local governmental public health authority providing full time professional public health services to ten (10) municipalities in eastern Connecticut. Town members include Andover, Ashford, Bolton, Chaplin, Columbia, Coventry, Mansfield, Scotland, Tolland, and Willington.

Media Contact:

Robert L. Miller, Director of Health

860-429-3325

millerrl@ehhd.org

Robert L. Miller

From: Kenneth Dardick <kdardick@gmail.com>
Sent: Monday, September 4, 2023 11:13 PM
To: Robert L. Miller
Subject: Fwd: Letter to the Editor Receipt

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Rob - FYI

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Subject: Letter to the Editor Receipt
To: <kdardick+chronicle@gmail.com>

The Chronicle

Letter to the Editor Submission

Submission ID: 23

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YOUR LETTER

Type Your Letter

To the Editor of The Chronicle:
 Thank you very much for publishing the article about identification of mosquitoes positive for West Nile Virus (WNV) in Mansfield and Willington. However, the headline uses the word "cases" which indicates human

infection. So far there have NOT been any human cases of WNV in Mansfield or Willington.
Kenneth Dardick MD, Medical Advisor
Robert Miller, Director of Health
Eastern Highlands Health District

The Chronicle

Willimantic, CT 06256
[860-423-8466](tel:860-423-8466)

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Mosquitos In Willington, Mansfield Test Positive For W

Eastern Highlands Health District is advising area residents to take mosquito precauti Nile.

 Chris Dehnel, Patch Staff

Posted Thu, Aug 31, 2023 at 11:23 am ET

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Eastern Highlands Health District is advising area residents to take mosquito precautions after positive tests for West Nile virus (Shutterstock)

WILLINGTON/MANSFIELD, CT — Officials from the Eastern Highlands Health District are advising area residents to take mosquito precautions after positive tests for West Nile virus.

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The results represent the first WNV positive mosquitoes identified in the Eastern Highlands Health District area by the Connecticut Agricultural Experiment Station this year.

"With the first positive mosquitoes of the season in our area of the state, it is important to stay vigilant with avoiding mosquito bites till the season ends," said Robert Miller, the director of health at the EHHD. "As the virus amplifies in the mosquito population towards the end of the season, we may see more positive test results until the first hard frost."

Find out what's happening in Stafford-Willington with free, real-time updates

milliebrosseau@gmail.com

The presence of West Nile Virus is a "stark reminder" that warmer and wetter weather conditions can pose a risk of mosquito-borne diseases, Miller said.

The Eastern Highlands Health District is now urging residents to "take necessary precautions" to protect their families.

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They include:

- Using mosquito repellent that is EPA-approved on exposed skin and clothing in
- Eliminating breeding sites by regularly emptying and cleaning containers that collect water, such as pots, gutters, and birdbaths
- Wearing protective clothing like long-sleeved shirts, pants, socks, and shoes that cover your skin
- Minimizing time spent outdoors at dusk and dawn, when mosquito activity is often highest
- Keeping mosquitos out of homes by making sure door and window screens are tight

"It is important to note that some people who become infected with West Nile Virus do not exhibit symptoms," health district officials said. "However, some individuals can

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severe cases, WNV can lead to neurological complications."

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Residents can obtain more mosquito information from the Eastern Highlands Health District at

- WWW.EHHD.org/WestNile

More information on the CAES Mosquito Trapping and Testing program can be found at

- <https://portal.ct.gov/caes>

The EHHD, formed in 1997, is the local governmental public health authority providing professional public health services to 10 municipalities in eastern Connecticut. Town members include Andover, Ashford, Bolton, Chaplin, Columbia, Coventry, Mansfield, Tolland and Willington.

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August 29th, 2023

FOR IMMEDIATE RELEASE:

In recent weeks, the Capitol Region in Connecticut has been contending with the impact of flooding from storms. These storms are a strong reminder of the risks posed by natural disasters. The region's communities have shared in the development and adoption of a *natural hazard mitigation plan* for two decades, with updates incorporated every five years. The region's communities are again working with the Capitol Region Council of Government (CRCOG) to update the plan, and this time the challenges associated with climate change will be incorporated directly into the plan to produce a "Hazard Mitigation and Climate Adaptation Plan (HMCAP)". The plan will outline a set of actions that can be taken to reduce losses of property and life due to natural disasters like floods, severe wind events, winter storms, wildfires, droughts, extreme heat events, and earthquakes; and will outline a set of actions to reduce impacts of these events when made worse by the effects of climate change.

The hazard mitigation and climate adaptation planning effort is being led by the Connecticut Institute for Resilience and Climate Adaptation (CIRCA), which is located at UConn's Avery Point Campus. CIRCA is also leveraging this update to expand its "Resilient Connecticut" program from a narrow pilot region to the entire state, with a strong focus in the Hartford region.

People living and working in and near the CRCOG region have several opportunities to provide input to the planning process. An online, internet-based experience called a "story map" has been developed and can be accessed at <https://experience.arcgis.com/experience/ce49080668d14e6eac9f26f0d5128a0c/>. An optional survey is embedded in the story map.

Comments about the Hazard Mitigation and Climate Adaptation Plan for the Hartford Region of Connecticut can also be sent directly to the CRCOG office at: mgoulet@crcog.org.

The Hazard Mitigation and Climate Adaptation Plan for CRCOG will continue to make the region's communities eligible for seeking hazard mitigation assistance from the Federal Emergency Management Agency (FEMA) and the State of Connecticut. The plan will also help align the region with new State funding programs that become available in the future.

Member Municipalities:

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*If language assistance is needed, please contact CRCOG at (860) 724-4293.
 Para información adicional, o asistencia lingüística gratuita, por favor llame al (860) 724-4293.
 如需更多信息或免费语言协助, 请致电 (860) 724-4293.*

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

August 3, 2023

Dear School Superintendents, Medical Advisors, School Nurses, and School Administrators:

As we are recovering from the effects of the COVID-19 pandemic, we have recent first-hand experience in the ways an infectious disease can impact student education. Immunizations are critical in protecting students from vaccine preventable diseases and minimizing the impacts of these illnesses. The purpose of this letter is to underscore the need for all students to be up to date on their immunizations when school starts in the fall of 2023 and to assist you in addressing students who are behind at the start of school by resharing the guidance documents distributed in a [Department of Public Health \(DPH\) memo](#) dated February 16, 2023. This letter also provides updates for this school year related to COVID-19 and viral respiratory disease reporting and prevention.

In Process Vaccination of Students

Connecticut immunization school entry requirements require that students whose initial immunizations have been given but additional required immunizations are in process are to submit the [Healthcare Provider's Certification of In Process Required School Immunizations](#) completed by the student's physician, physician assistant (PA) or advance practice registered nurse (APRN), stating that the additional immunizations are in process in accord with guidelines and schedule specified by the Commissioner of Public Health ([Connecticut Department of Public Health Schedule For In Process Required School Immunizations](#)). Physicians, PAs, and APRNs must follow the CDC catch up schedule following the minimum spacing interval between doses and complete the administration of the additional required immunizations no later than 30-days after the minimal interval time period has occurred.

For a limited subset of students, where the provider has clinical grounds for departing from the Department of Public Health Guidelines, the provider may submit a declaration titled the [Healthcare Provider's Declaration of In Process Required School Immunizations for PreK or Preschool Students Subject to Religious Exemption Prior to April 28, 2021](#). The declaration is to be used only for a student who prior to April 28, 2021, was both (1) enrolled in a preschool program or other prekindergarten program and (2) exempt from the program's immunization requirements based on a statement submitted to the program that such immunization requirements would be contrary to the religious beliefs of the student or the parents or guardian of the student. The provider must confirm that the student meets these two requirements by receiving a copy of the student's religious exemption



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statement from the preschool program or other prekindergarten program dated prior to April 28, 2021. The declaration form, most current immunization record, and a detailed catch-up schedule of remaining vaccinations should be shared with the school the student attends. If the student does not meet these requirements, then the healthcare provider must complete the [certificate](#). The Connecticut State Department of Education updated the [Frequently Asked Questions](#) regarding the implementation of Public Act 21-6 on April 4th 2023. Resources are also available on the [DPH Immunization Program's website](#).

This fall, it is especially important that students and staff receive flu vaccine since we expect influenza and COVID-19 will be circulating simultaneously. Influenza vaccine is one of the greatest tools we have at our disposal to minimize the impact of this threat and reduce the burden of respiratory illness during the upcoming influenza season. We anticipate that an updated COVID-19 vaccine will also be available this fall, but we are awaiting guidance on which groups will be eligible to receive it. Members of your staff who are aged 60 or older will also be eligible for the Respiratory Syncytial Virus (RSV) vaccine and should discuss whether to receive it with a healthcare provider. Optimizing immunity to respiratory viral diseases this fall will be the best way to ensure healthy communities in our schools, minimize disrupted education, and maintain high levels of school attendance.

Maintaining vaccine confidence and addressing parental concerns about vaccines is essential. If parents and/or caregivers express concerns about vaccines and/or vaccine safety, resources are available at the end of this letter that may be helpful in these conversations. Parents or caregivers of students who need immunizations should contact their primary care physician, community health center, local health department, or school-based health center to schedule a visit and discuss any concerns they may have with their healthcare providers.

Viral Respiratory Disease Reporting and Prevention


In keeping with prior communications from the Connecticut State Department of Education (CSDE) and DPH, school districts are reminded that previously operative executive orders and binding State guidance pertaining to COVID-19 have expired or are no longer in effect. As such, school districts are encouraged to follow CDC guidance as they develop and update their own policies regarding quarantine, isolation, and masking for COVID-19 at this time. DPH recommends that, as with any illness, students and staff should be encouraged to stay home if they are exhibiting symptoms of an illness. Updated quarantine, isolation, and masking guidance from CDC can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-childcare-guidance.html>. DPH recommends that schools consider this guidance in the context of the needs of their school communities when developing and revisiting district policies.

During the 2023–24 school year, schools are no longer required to submit reports of individual cases of COVID-19 among staff or students to the school submission portal. DPH and CSDE sincerely appreciate the efforts throughout the pandemic to report these data. Going forward, any suspected or confirmed outbreak in a school setting, including outbreaks of COVID-19 and other viral respiratory diseases, is immediately reportable by telephone to both DPH and the local health department where the school is located. Schools should continue to work closely with local public health to identify and investigate suspected outbreaks and implement mitigation strategies to limit disease transmission.

https://portal.ct.gov/-/media/DPH/EEIP/Reportable-Disease-Forms/PD23_2023-12_27_2022-Final-Fillable-Form.pdf.

Thank you for all the hard work you do to educate our students and your continued partnership to ensure their good health and safety. If you have questions, you may contact the DPH Immunization Program at (860) 509-7929 or at dph.immunizations@ct.gov, the DPH Epidemiology Program at (860) 509-7994 or dph.eeip@ct.gov, or CSDE's contact Chlo-Anne Bobrowski at chlo-anne.bobrowski@ct.gov.

Sincerely,



Manisha Juthani, MD
Commissioner
Connecticut Department of Public Health



Charlene M. Russell-Tucker
Commissioner
Connecticut Department of Education

- [Resources for Encouraging Routine Childhood Vaccinations](#) Centers for Disease Control and Prevention
- [Immunizations](#) National Association of School Nurses
- [#CallYourPediatrician Campaign](#) and the [Immunizations Campaign Toolkit](#) American Academy of Pediatrics
- https://portal.ct.gov/-/media/SDE/School-Nursing/Publications/Immunization_Requirements.pdf



Eastern Highlands Health District

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August 14, 2023

State of Connecticut
Office of Policy and Management
Intergovernmental Policy and Planning Division

Re: Town of Coventry Application for 2023 STEAP Grant Funding

To whom it may concern:

The purpose of this letter is to whole heartedly endorse the Town of Coventry's 2023 STEAP grant application. The funding for this grant will support much needed, vital improvements to Patriots Park in the areas of accessibility and bathing water quality.

The Eastern Highlands Health District is the local public health district charged with protecting public health by monitoring the bathing water quality at the Patriot's Park public bathing area. The quality of the bathing water has been an on-going public health challenge for many years. Health District records indicate that this bathing area has experienced 12 separate closing events covering 21 days over the past five years.

While there are a number of factors that affect bathing water quality, two primary factors are the deposition of guano by a growing Canadian Goose population in the bathing area watershed, and a lack of water circulation within the bathing area due to its the physical characteristics. The STEAP grant funds will go a long way towards addressing these water quality factors, and thereby make important strides towards keeping the bathing area open for all to use safely, while also improving access to park features for those with disabilities. It is for these reasons that this office fully supports, and endorses the Town of Coventry's application.

Please feel free to contact this office with any further questions.

Yours in health,

Robert L. Miller, MPH, RS
Director of Health

Cc: Coventry Town Manager

Connecticut State Department of Public Health

[CT.gov Home](https://www.ct.gov) [\(/\)](#) [Department of Public Health](#) [\(/DPH\)](#) Connecticut Department of Public Health confirms four cases of Powassan virus infection this year

Press Releases

08/21/2023

Connecticut Department of Public Health confirms four cases of Powassan virus infection this year

FOR IMMEDIATE RELEASE: Aug. 21, 2023

CONTACT: Chris Boyle—Director of Communications

(860) 706-9654 – christopher.boyle@ct.gov (<mailto:christopher.boyle@ct.gov>)

HARTFORD, Conn.— The Connecticut Department of Public Health (DPH) today announced that four Connecticut residents have tested positive for Powassan virus (POWV) infection. These four cases of POWV associated illness are the first to be identified in Connecticut in 2023. During 2016–2022, 19 cases of POWV associated illness were reported in Connecticut, including six in 2022; two of the infections were fatal last year.

Two male patients aged 60 years and older, residents of Middlesex County and Litchfield County, became ill during early July. Two female patients aged 50 years and older, residents of Windham and Litchfield County, became ill during late July. Laboratory tests performed at the Centers for Disease Control and Prevention (CDC) Laboratory in Ft. Collins, CO, confirmed the presence of antibodies to POWV for all patients. All patients reported a known tick bite and were hospitalized with a central nervous system disease. They have been discharged and are recovering.

"The identification of four Connecticut residents with Powassan virus-associated illness emphasizes the importance of taking actions to protect yourself from tick bites from now through the late fall," said DPH Commissioner Manisha Juthani, MD. "Using insect repellent, avoiding areas where ticks are likely, and checking carefully for ticks after being outside can reduce the chance of you or your children being infected with this virus."

According to Goudarz Molaei, PhD, MSc, a chief scientist who also directs the Connecticut Tick and Tick-borne Pathogen Surveillance Program at the Agricultural Experiment Station, "In recent years we have been receiving a higher than usual number of ticks, and this year so far, the laboratory has received 4,616 tick submissions, including 3,089 blacklegged ticks, from state residents directly or through health departments and physicians' offices, in comparison to 1,889 blacklegged ticks in 2022."

The persistent and expanding threat posed by blacklegged ticks, coupled with ongoing range expansion and establishment in new areas of invasive ticks, the Asian longhorned tick, the Gulf Coast tick, and the lone star tick, and the confirmation of four Powassan virus disease cases in Connecticut residents, highlights the increasing public health challenges associated with ticks and tick-borne diseases," said Dr. Molaei.

Powassan virus is spread to people through the bite of an infected blacklegged, or deer tick. It takes from one week to one month after the bite of an infected tick to develop symptoms of POWV disease, and the virus can be transmitted in as little as 15 minutes after the tick first attaches. Powassan virus associated illness has been reported from early spring until late fall.

While most people infected with POWV likely experience no symptoms or a mild flu-like illness, some people will develop severe illness affecting the central nervous system. About one out of 10 cases of severe illness are fatal and approximately half of survivors experience long-term health problems. Severe cases may begin with fever, vomiting, headache, or weakness and rapidly progress to confusion, loss of coordination, difficulty speaking, or seizures. There is no vaccine nor a specific treatment for POWV associated illness. Severe illness is treated by supportive therapy which may include hospitalization, respiratory support, and hydration.

Tips for preventing tick bites

- Avoid areas where ticks are likely to be, such as in grassy, brushy, or wooded areas. Ticks are active from spring to fall and may also be active on warmer days during winter.
- Consider the use of CDC-recommended mosquito/tick repellents, containing DEET, picaridin, oil of lemon eucalyptus, IR3535, or 2-undecanone, and apply according to directions, when outdoors. However, repellents containing >30% DEET have been reported to be the most effective.
- Check yourself, your children, and your pet animals for ticks immediately after coming indoors. Showering within two hours of coming indoors may be effective in reducing the risk of tick-borne disease.
- Examine clothing and gear carefully after coming indoors. Tumble dry clothing in a dryer on high heat for at least 10 minutes to kill ticks that were carried inside.
- Talk to your veterinarian about the best tick prevention products for your dog.
- Consider treating items such as boots, clothing, and hiking or camping gear with products containing 0.5 percent permethrin.

For information on Powassan virus and how to prevent tick bites, visit <https://www.cdc.gov/powassan/index.html> (<https://www.cdc.gov/powassan/index.html>)



Eastern Highlands Health District

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MEDIA RELEASE

FOR IMMEDIATE RELEASE

Thursday August 31, 2023

State Reports Positive Mosquitoes for West Nile Virus in Local Communities

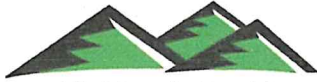
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“With the first positive mosquitoes of the season in our area of the state, it is important to stay vigilant with avoiding mosquito bites till the season ends,” said Robert Miller, Director of Health at the EHHD. “As the virus amplifies in the mosquito population towards the end of the season we may see more positive test results until the first hard frost.”

The presence of West Nile Virus is a stark reminder that warmer and wetter weather continues to pose a risk of mosquito-borne diseases. The Eastern Highlands Health District urges residents to take necessary precautions to protect themselves and their families. This includes the following:

- **Use Mosquito Repellent:** Apply an EPA-approved insect repellent to exposed skin and clothing in accordance with directions.
- **Eliminate Breeding Sites:** Regularly empty and clean containers that can collect standing water, such as flowerpots, gutters, and birdbaths.
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Media Contact:

Robert L. Miller, Director of Health

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millerrl@ehhd.org