

**PART II. SPECIFIC TERMS
CONNECTICUT DEPARTMENT OF LABOR
AUXILIARY OCCUPATIONAL HEALTH CLINICS**

_____ (The contractor)

The contractor, in the operation of its Auxiliary Occupational Health Clinic, shall report data associated with the operation of Contractor's auxiliary occupational health clinic pursuant to Connecticut General Statutes §§ 31-396 through 31-403. In addition, the contractor, agrees to meet the following requirements:

1) LIMITATION OF COST:

- a) Funding for this agreement shall be accounted for separately and shall be used by the Contractor for activities described hereunder and for no other purpose.
- b) The Contractor shall conform to the line item detail set forth in the budget. Actual expenditures for individual budget line items may vary by the lesser of ten percent (10%) or \$10,000 without the prior written approval of DOL.
- c) A maximum of fifteen percent (15%) of the total contract is allowable for administrative costs. Approval to incur costs in excess of the fifteen percent (15%) cap for administrative costs must be obtained from the Occupational Health Clinics Advisory Committee.
- d) Equipment or property purchased at a cost of \$1,000 or more per item must be specifically identified by a line item in the budget. Requests for the purchase of equipment or property after the approval of the Proposal will require the written consent of DOL or a modification to the contract before purchase. Requests to purchase equipment must contain a description of the item(s) to be purchased, its projected usage, projected costs, depreciation schedule, and adhere to guidelines specified in the General Conditions.

2) SPECIAL PAYMENT AND REPORTING TERMS:

- a) Financial reports and invoices are to be completed by the Contractor quarterly and are due on or before the 15th day of the quarter for the prior quarter's reporting period. The Contractor shall submit a signed original and a copy of form DOL Cumulative Monthly Status of Funds Report, each quarter. Submission will be accepted by mail or electronically.
- b) Quarterly allotments of funds will be released to the Contractor, contingent upon the submission of data on occupational injuries and illnesses during the previous quarter.
- c) Any physician data deemed incomplete by the contracting officer must be corrected and resubmitted to the DOL.
- d) The Contractor may request an advance payment equal to its interim cash needs arising during any given quarterly reimbursement period. A written justification explaining the necessity for an advance must accompany the DOL Cumulative Monthly Status of Funds Report. If the Contractor requests continuing authority to operate on a cash advance basis, this determination will be made by the DOL based on justification provided by the Contractor.
- e) The Contractor will not be compensated for any activities which could be included in a corporate medicine program or an employee wellness program. These activities include, but are not limited to: routine workers' compensation cases, mandated examinations, pre-employment examinations, medical evaluation involving establishment of product liability, employee physical programs, employee wellness programs, employee drug testing programs, and evaluations consigned to independent medical examiners.
- f) In order to assure processing by the State of Connecticut, Office of the Comptroller within the current fiscal year (July 1 through June 30th), the Contractor shall submit a DOL Cumulative Monthly Status of Funds Report by June 1st, of the current fiscal year, for the estimated final quarter's expenditure for the agreement, including any uninvoiced prior quarter's expenditures or

adjustments. Failure to do so by the required date could result in a loss of funding to the Contractor for amounts not processable.

3) FINAL RECONCILIATION:

- a) The Contractor agrees to submit a final reconciliation on form DOL Cumulative Monthly Status of Funds Report to the DOL, reporting actual expenditures for this agreement no later than sixty (60) days after the ending date of this agreement.
- b) Any funds paid to the Contractor and remaining unspent after the end date of the agreement will be refunded to the DOL with the final reconciliation described in section 3, part A, above. The refund check must be made payable to "Treasurer, State of Connecticut".

4) PERFORMANCE AND MONITORING:

- a) The Contractor agrees to report all occupational illnesses and injuries which are diagnosed during the contract period to the DOL, utilizing the form entitled "Physician's Report of Occupational Disease".
- b) The DOL may make informal visits of reasonable frequency and duration with advanced notice for the purpose of program monitoring and evaluation. Such visits may include the examination of a reasonable number of patient files and records.
- c) The DOL shall monitor the Contractor's overall program performance, inform the Contractor of any specific program deficiencies, and make requests for corrective action when necessary.
- d) The Contractor will be responsible for submitting an Annual Program Report that covers clinic activities and patients seen between July 1, 2021 and June 30, 2022. The report will include the following items:
 - (1) Total number of patient visits (including information as to the nature of the visit, i.e., initial visit, follow-up, etc.).
 - (2) Total number of injury and illness reports submitted to the Department of Labor during FY 2022.
 - (3) Any epidemiologic information of note, including the identification of high-risk industries, occupations, or workplaces.
 - (4) Description of industrial hygiene visits, on-site exposure assessments/workplace evaluations conducted (listing should include type of company or industry – the specific company name does not need to be included).
 - (5) Activities that involved the training of occupational health professionals.
 - (6) Education related to the use of the surveillance system.
 - (7) Any special projects undertaken.
- e) The Annual Program Report must be submitted to the DOL on or before August 1st or thirty-one (31) days following the termination of the contract, whichever comes first.
- f) The Contractor agrees to cooperate with the DOL by providing any other performance reports or information requested by the DOL for the purpose of evaluating the activities funded by this contract. A time schedule for regular reporting will be determined by the DOL.
- g) The DOL shall have the right to terminate this agreement in accordance with the General Conditions.
- h) The Contractor further agrees to abide by all terms, conditions, and specifications detailed in the DOL-approved response to the Request for Proposal for an Auxiliary Health Clinic.

5) WITHHOLDING:

- a) The Contractor shall not be relieved of liability to the DOL for damages sustained by the DOL by virtue of any breach of the agreement by the Contractor, and the DOL may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages to the DOL is determined.

6) PUBLICITY:

- a) The Contractor agrees to use reasonable means to inform the public that the State of Connecticut, Department of Labor provides financial support for the operation of its occupational health clinics by including a statement to this effect in any news releases, reports, or promotional materials:

"The State of Connecticut Department of Labor provides financial support for the operation of _____." (Auxiliary Occupational Health Clinic)

Certifying Officer's Signature_____

Title_____ Date_____

7) LIABILITY:

- a) The Contractor agrees that while performing services specified in this agreement that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to save harmless the State of Connecticut from any insurable cause whatsoever. Certificates of such insurance shall be filed with the contracting agency prior to the performance of service in accordance with the General Conditions.
- b) When submitting Proof of Insurance, the three forms submitted should include:
 - (1) Certificate of Insurance
 - (2) Declaration page
 - (3) Endorsement

The Certificate Holder should be listed as:
State of Connecticut
C/O Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, CT 06109