

**SECTION V. SPECIFIC TERMS  
CONNECTICUT DEPARTMENT OF LABOR  
OCCUPATIONAL HEALTH CLINICS**

**UConn Health ONLY**

UConn Health, in the operation of its Occupational Health Clinic, shall provide diagnosis, treatment, and preventative services to individuals with occupational diseases, in accordance with Connecticut General Statutes §§ 31-396 through 31-403. In addition, UConn Health 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 UConn Health for activities described hereunder and for no other purpose.
- b. Of the total award, \$5,000 shall be used for the purpose of funding the Northeast Occupational Health Network Conference, unless otherwise reallocated, with the approval of CTDOL. Any funds used for this purpose must be included as a separate line item in all financial reporting documents.
- c. UConn Health shall conform to the line item detail set forth in the budget, Attachment A. 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 CTDOL.
- d. 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.
- e. Equipment or property purchased at a cost of \$5,000 or more per item with a useful life in excess of one year 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 CTDOL 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, depreciation schedule, projected costs and adhere to guidelines specified as follows:
  - a. UConn Health agrees to use its standard procurement process, in accordance with the state statute, to obtain all supplies and equipment, for use in the performance of this Agreement, at the lowest practical cost. When appropriate, CTDOL will supply equipment costs to UConn Health to assist UConn Health in the procurement of supplies and equipment;
  - b. Title to non-expendable property acquired for the program with funds from this Agreement shall remain in CTDOL. Non-expendable property is defined as property which will not be consumed or lose its identity and which costs \$5,000.00 or more per unit and is expected to have a useful life of one year or more. The Contractor further agrees to keep a property record inventory by description, model, serial number, and in such other manner and form, and at such time as prescribed by the CTDOL.
- f. CTDOL reserves the right to withhold payments for services performed under this contract if CTDOL has not received on a timely basis acceptable progress reports, expenditure reports, refunds, and/or audits as required in this contract.

2) SPECIAL PAYMENT, AUDITING AND REPORTING TERMS:

- a. UConn Health agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program funded under this Agreement and to submit reports to CTDOL. It is agreed that all books,

documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this MOA shall be maintained and such records shall be made available upon reasonable notice and during regular working hours for inspection by authorized representatives of CTDOL during the period of the MOA and for a minimal period of three years thereafter. Copies of project records shall be provided if requested by CTDOL.

- b. Financial reports and invoices are to be completed by UConn Health quarterly and are due on or before the 15th day of the quarter for the prior quarter's reporting period. UConn Health shall submit a signed original and a copy of form DOL Cumulative Monthly Status of Funds Report, which is in the budget document. This document shall be sent each quarter to the CTDOL Program Contact identified in this MOA either electronically or at the following mailing address:
  - State of Connecticut
  - Department of Labor
  - 38 Wolcott Hill Road
  - Wethersfield, CT. 06109
  - ATTN: Robert Hunt, CONN-OSHA
- c. Quarterly allotments of funds will be released to UConn Health, contingent upon the submission of data on occupational injuries and illnesses during the previous quarter. Any physician data deemed incomplete by the contracting officer must be corrected and resubmitted to CTDOL.
- d. UConn Health 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 UConn Health requests continuing authority to operate on a cash advance basis, this determination will be made by CTDOL based on justification provided by UConn Health.
- e. UConn Health 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 1st through June 30th), UConn Health shall submit a DOL Cumulative Monthly Status of Funds Report by June 1<sup>st</sup>, of the current fiscal year, for the estimated final quarter's expenditure for the Agreement, including any un-invoiced prior quarter's expenditures or adjustments. Failure to do so by the required date could result in a loss of funding to UConn Health for amounts not processable.

### 3) FINAL RECONCILIATION:

- a. UConn Health agrees to submit a final reconciliation on form DOL Cumulative Monthly Status of Funds Report, to CTDOL, reporting actual expenditures for this Agreement no later than sixty (60) days after the ending date of this Agreement.
- b. Any funds paid to UConn Health and remaining unspent after the end date of the Agreement will be refunded to CTDOL 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. UConn Health agrees to report all occupational illnesses and injuries which are diagnosed during the contract period to CTDOL, utilizing the form entitled "Physician's Report of Occupational Disease."
- b. CTDOL 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. CTDOL shall monitor UConn Health's overall program performance, inform UConn Health of any specific program deficiencies, and make requests for corrective action when necessary.
- d. UConn Health 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 shall comply with the following guidelines:
  - a. Total number of patient visits (including information as to the nature of the visit, i.e., initial visit, follow-up, etc.).
  - b. Total number of injury and illness reports submitted to the Department of Labor during FY 2022.
  - c. Any epidemiologic information of note, including the identification of high-risk industries, occupations, or workplaces.
  - d. 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).
  - e. Activities that involved the training of occupational health professionals.
  - f. Education related to the use of the surveillance system.
  - g. Any special projects undertaken.
- e. The Annual Program Report must be submitted to CTDOL on or before August 1<sup>st</sup> or thirty-one (31) days following the termination of the contract, whichever comes first.
- f. UConn agrees to cooperate with CTDOL by providing any other performance reports or information requested by CTDOL for the purpose of evaluating the activities funded by this contract. A time schedule for regular reporting will be determined by CTDOL.
- g. UConn further agrees to abide by all terms, conditions, and specifications detailed in the CTDOL-approved response to the Request for Proposal for an Occupational Health Clinic.