

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

_____ (The contractor)

A. GENERAL PROVISIONS

1. Statutory Authority

Eligibility and other provisions of the program is authorized by:

Connecticut General Statutes §§ 31-396 through 31-403.

2. Terms

This contract is in effect from the start date through the end date as stated on the face sheet.

B. PROGRAM SERVICES

1. Scope of Services

The contractor in the operation of its Auxiliary Occupational Health Clinic, shall provide diagnosis, treatment, and preventative services to individuals with occupational diseases.

2. Performance and Deliverables

- 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 Contractor will be responsible for submitting an Annual Program Report that covers clinic activities and patients seen between July 1, 2022 and June 30, 2023. The report will include the following items:
 - (i) Total number of patient visits (including information as to the nature of the visit, i.e., initial visit, follow-up, etc.).
 - (ii) Total number of injury and illness reports submitted to the Department of Labor during FY 2023.
 - (iii) Any epidemiologic information of note, including the identification of high-risk industries, occupations, or workplaces.
 - (iv) 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).
 - (v) Activities that involved the training of occupational health professionals.
 - (vi) Education related to the use of the surveillance system.
 - (vii) Any special projects undertaken.
- c. 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.
- d. 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.

- e. 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 Occupational Health Clinic.

C. OVERSIGHT

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.
- e) See Financial section below for additional requirements.

2. Special Payment and Reporting Terms

- a) 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.
- b) Any physician data deemed incomplete by the contracting officer must be corrected and resubmitted to the DOL.
- c) 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.
- d) 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. Program Monitoring

- a) 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.
- b) 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.

4. 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.

5. 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_____

6. 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

7. Financial

Payment made by CT DOL to the Contractor under this contract shall not exceed the amount cited on Part I, Face Sheet.

Payment made under this contract is subject to CT DOL review and approval of invoices and requests for Cash, pursuant to the CT DOL Cash Management Policy, in addition to applicable state and federal protocols, procedures and requirements such as the state Office of Policy and Management (OPM) and the federal Office of Management and Budget (OMB).

In general, the following terms apply:

- The Contractor may modify *existing* contract line items by an increase or decrease of up to 10% per line item without prior written approval by CT DOL.
- The Contractor shall submit a CT DOL Line-Item Revision Form when proposing modifications to existing line items exceeding 10% or when adding line items but maintaining the total contracted budget amount. *Existing contract* line-item expenditures shall not deviate from approved contract line items by more than 10%. The Contractor must submit budget revisions that comply with CT DOL's Cash Management Policy and US DOL ETA guidelines and requirements.
- Contract modifications are required when the total budget amount changes.

The Contractor shall:

- Expend funds obligated on or prior to the Contract end date.
- Submit:
 - a) A detailed written description of any "Miscellaneous" or "Other" budget line item that exceeds \$1,000; and
 - b) Upon the request of CT DOL, a written narrative that explains and provides detail about any budget line item cited by CT DOL.

Basis and Conditions for Payments. Upon execution, the contractor may bill for actual costs incurred since the contract start date, as well as allowed detailed projected costs for the following month.

Each and all payments made under the Contract shall be conditional upon the determination of CT DOL of the satisfactory performance by the Contractor and its Subcontractors, as applicable, under the Contract and satisfactory attainment of any stipulated performance measures and benchmarks.

Frequency of billing. The Contractor must submit invoices by the 20th of every month for the previous month expenditures. Invoices shall be accompanied by such supporting documentation as prescribed by CT DOL to reflect the transactions occurring during the month requesting reimbursement.

Closeout. The Contractor shall reconcile and provide verification with the Final Close-Out Report confirming all Subcontractor accounts have been reconciled prior to the Contractor's submission of the Final Close-out Report to CT DOL. CT DOL shall provide the Contractor with the designated form. Final closeout packages are due within 60 days of the contract end date. Closeout may be sooner than this time period in the event funds are fully expended prior to this date.

Surplus/Excess Payments. Total Contract funds due to the Contractor shall be based on the Contractors and subcontractors' actual reasonable costs, as determined by the Department in its reasonable discretion, and shall not include any profit or other increment above actuals reasonable costs. In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the Contract period, or earlier if the Contract is terminated, return to the Department in full any funds paid to the Contractor that exceed their actual reasonable costs no later than 60 days of contract end date.

Cost Accounting Standards for the Purchase of Services (POS). The Contractor shall adhere to and comply with the State of Connecticut Cost Accounting Standards for the POS as issued by the Connecticut Office of Policy and Management (OPM). (For the manual, refer to [OPM: POS Cost Standards](#))