OCCUPATIONAL HEALTH GRANT

OCCUPATIONAL HEALTH CLINICS

STATE OF CONNECTICUT DEPARTMENT OF LABOR
SOLICITATION FOR PROPOSALS
FY 2017
Legal Notice – Request for Proposals and Application for Certification

The Connecticut Department of Labor (DOL) is currently soliciting fiscal year 2017 proposals for Grants-In-Aid under the Connecticut General Statutes §§ 31-396 through 31-403, inclusive, as amended by Public Act 15-47 – Occupational Health Clinics Grant. Applicants must meet the definition of an Occupational Health Clinic as defined in the above-referenced statutes. Interested parties may now submit applications. All Proposal signatures must be made using blue ink.

To request hard copies of this Solicitation please contact:

Ken Tucker, Director
CONN-OSHA
Connecticut Department of Labor
38 Wolcott Hill Road
Wethersfield, CT 06109
Email: DOL.OccupationalHealthClinics@ct.gov
Facsimile: (860) 263-6940

Submissions must be received at the above address no later than 3:00 p.m. on August 31, 2016. Proposals must be clearly labeled “Occupational Health Clinics Grant – Occupational Health Clinics.” Any submissions received after that date and time will not be considered. DOL will not consider the postmark date as the basis for meeting the submission deadline.

Copies of the Solicitation for Proposals including a copy of the statutes are available for download from the Connecticut Department of Labor website at:

http://www.ctdol.state.ct.us/osha/OccHealthGrant/index.htm

DOL reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed to be in the best interest of the State of Connecticut.
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INTRODUCTION

Background and Purpose

A major responsibility for Occupational Health Clinics under Sections 31-396 to 31-403, inclusive, of the Connecticut General Statutes, as amended by Public Act No. 15-47, is the ability to provide diagnosis, treatment and preventive services to patients with occupational diseases within the State of Connecticut. In order to fulfill this responsibility, an onsite physician is required. It is also important for clinics to be involved in the training of physicians and other health professionals in occupational health, and to educate medical professionals in the need for occupational disease surveillance. It is essential for clinics to work with the Department of Public Health and the Department of Labor to establish needs which will ultimately lead to the prevention of occupational disease in the workplace.

The Department of Labor reserves the right to accept or reject any proposal submitted in response to this request in accordance with the Occupational Health Clinics Statutes.

Funding is authorized by Sections 31-396 to 31-403, inclusive, of the Connecticut General Statutes, as amended by Public Act No. 15-47. The proposal procedures, selection criteria, and approval processes contained in this notice are issued in accordance with guidelines established by the Connecticut Department of Labor’s Division of Occupational Safety and Health.

OVERVIEW OF THE PROPOSAL PROCESS

Bidding Process

All applications with the State regarding this Request for Proposals must be submitted in writing in sealed envelopes or sealed boxes clearly identifying the appropriate Request for Proposals reference – “Occupational Health Clinics Grant – Occupational Health Clinics.” All Proposal signatures must be made using blue ink.

Evaluation and Selection

It is the intent of the Department of Labor to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. Only proposals found to be responsive to the RFP will be evaluated and scored. A responsive proposal must comply with all instructions listed in this Request for Proposals.
**Contract Execution**
The pursuant contract developed as a result of this RFP is subject to State contracting procedures, which include approval by the CT State Attorney General’s Office. Please note that no financial commitment can be made until, and unless, the Attorney General approves the contracts.

**Funding**
The Department of Labor is seeking to contract for fiscal year 2017. It is expected that a maximum of $309,217.00 will be available to provide these services for this time period.

**Format of Proposal/Minimum Submission Requirements**
Submissions in response to this request must contain three (3) copies of the proposal and corresponding attachments under a submission letter bearing the signature (in blue ink) of the principle officer of the organization. The cover letter must include the funding amount of the request. Proposals must not exceed twenty five (25) pages excluding attachments.

Any proposal that fails to comply with the minimum submission requirements may be disqualified as non-responsive. The State of Connecticut and the Department of Labor assume no liability for payment of expenses incurred by bidders in preparing and submitting proposals in response to this solicitation.

**Specific Terms & General Conditions**
Successful respondents awarded a contract under this Request for Proposals will be required to comply with the Specific Terms & General Conditions as a condition of award.

**PROPOSAL SUBMISSION INSTRUCTIONS**

A. Executive Summary

Provide a one-page summary that identifies the basic objectives of the proposal and an overview of the scope and anticipated outcomes. Include an estimate of the dollar amount of this request and identify the geographic area (by towns) where the services under this proposal will be available. Additionally, provide a statement of the Offeror's understanding of responsibilities and role as an occupational health clinic.

B. Offeror's Experience

Provide information as to the Offeror's experience in delivering Occupational Health Clinic Services within the State of Connecticut.

C. Offeror's Qualifications

1. Provide information as to the Offeror's Clinical Directorship.
2. Provide information as to the Offeror's knowledge of the Association of Occupational and Environmental Clinics.
   a. Membership
   b. Potential Membership

3. Provide information regarding availability as to the Offeror's experience in Industrial Hygiene Services.

4. Provide information as to the Offeror's experience in the training of Occupational Health Professionals.

5. Provide information as to the Offeror's ability to comply with the surveillance requirements and recommendations as outlined in the Report on Occupational Disease in Connecticut of 1989.

6. Provide information as to the Offeror's willingness to work with the Department of Public Health and the Department of Labor to reduce occupational disease.

7. Provide information as to the Offeror's ability to provide assistance and medical consultative services to the Division of Occupational Safety and Health within the Department of Labor.

8. Provide information as to the Offeror's willingness to cooperate with the Department of Public Health, the Department of Labor, the Workers' Compensation Commission, and the State Insurance Commissioner to transfer granted occupational medicine costs to appropriate insurance and other private funding mechanisms.

9. Provide information as to the Offeror's willingness to educate medical professionals on the use of a surveillance system.

10. Provide information as to the Offeror's ability to compile and report surveillance data as required.

11. Provide information as to the Offeror's willingness to cooperate with the Department of Public Health, the Department of Labor, the Workers' Compensation Commission, and the State Insurance Commissioner to carry out the purpose of Sections 31-396 to 31-403, inclusive of the Connecticut General Statutes.

12. Provide information as to the Offeror's willingness to comply with the reporting requirements of Section 31-40a of the Connecticut General Statutes.

13. Provide information on any services provided by the Offeror for working age populations, including, but not limited to, migrant and contingent workers. If such services are offered, provide specific information on:
• The population to which such services are offered, including the approximate number of individuals served;
• To what extent health disparities may interfere with the provision of occupational health care services to such individuals; and
• To what extent work structure may interfere with the provision of occupational health care services to such individuals.

D. Labor Relations

Information as to the Offeror’s knowledge of labor-management relations and collective bargaining activities.

E. Resources

Information as to the Offeror’s knowledge of other public and private resources that may be beneficial to the occupational health clinics.

F. Monitoring

Provide information as to the Offeror’s system for monitoring program activities.

G. Organizational Structure

Provide information as to the Offeror’s organizational structure, including resumes of program staff with qualifications of the staff members to be assigned.

H. Responsibilities

Provide acknowledgment that each Occupational Health Clinic will be required to host one Occupational Work Group Meeting per fiscal year and are encouraged to attend all. All program participants (both Occupational clinic and Auxiliary clinic) will be invited to this event. The meeting date will be established within 30 days of the receipt of the RFP. It will be within the host Clinic’s discretion to set the agenda although the agenda must include agency and clinic updates. Some funding may be available to offset the meeting cost, contact Catherine Zinsser, 860-263-6942 for information.

I. Budget

Provide a detailed line item budget utilizing the budget sheets attached to this proposal. 
Note: The administrative cost for this proposal is limited to fifteen (15%) percent of the total budget amount.

J. Screening and Review of Proposals

1. All proposals will be screened to determine completeness and conformity to the proposal guidelines and any other requirements contained in this announcement.
2. In order for a proposal to be in conformance, it must include the following:

(a) A detailed line item budget according to the cost categories listed in Section III. G. of this announcement,

(b) Proposal narrative. The narrative must address all of the elements specified in Section III of this announcement

Provide optional attachments if they support the proposal and contribute to an understanding of the respondent’s capacity to run the Occupational Health Clinic

SPECIFIC TERMS

A. Definitions

1. "Contracting Officer" means the Commissioner of the Connecticut Department of Labor.

2. "Administrative Agency" means the Connecticut Department of Labor, Division of Occupational Safety and Health.

3. "Contractor" or “Offeror” means any public or non-profit medical facility, corporation, company, agency, organization, public or quasi public agency, organization, or municipality having an approved "Contract" with the Contracting Officer."

4. "Contract" means an established, binding, legal relationship between two parties; the "Contractor" to provide services and the "Contracting Officer" to provide payment for these services. As used herein, the term "Contract" shall be synonymous with the term "agreement."

B. Financial Management System

The Contractor agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program activity funded under this agreement and to submit reports to the Administrative Agency.

C. Limitation of Cost

1. Funding for this agreement shall be accounted for separately and shall only be used by the Contractor for the activities, services and specific locations described hereunder and for no other purpose.
2. It is expressly understood and agreed that in no event will the total amount paid to the Contractor under this agreement exceed the total amount set forth in the budget.

3. The Contractor shall conform to the line item detail set forth in the budget. Unanticipated expenditures, which would result in a line item budget variance of 10% or more, will require prior express written approval of the Administrative Agency.

4. A maximum of 15% of the total contract amount is allowable for administrative costs. Approval to incur administrative costs in excess of fifteen (15) percent must be obtained from the Occupational Health Clinic Advisory Committee.

D. Payment

1. Funds will generally be made available by the Contracting Officer to the Contractor on a reimbursable basis for eligible budgeted costs.

2. 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. When funds are being requested, a completed and signed original DOL-14, Invoice/Status of Funds Report will be required. Mail invoice/status of funds reports to: State of Connecticut, Department of Labor, Division of Occupational Safety and Health, 38 Wolcott Hill Road, Wethersfield, CT 06109-1114.

3. 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 a DOL-14, Invoice/Status of Funds Report. If the Contractor requests continuing authority to operate on a cash advance basis, this determination will be made by the Contracting Officer based on justification provided by the Contractor.

4. In order to assure State of Connecticut, Comptroller processing within the current fiscal year, the Contractor shall submit a DOL-14, Invoice/Status of Funds Report by June 9, 2017, for the estimated final quarter's expenditure for the agreement, including any uninvoiced prior month's expenditures or adjustments. Failure to submit the above form by the required date could result in a loss of funding to the Contractor for those amounts not processed.

5. At any time prior to final payment under this agreement, the Contracting Officer may have the invoices and detailed statements of costs audited. All current and prior payments shall be subject to reduction for amounts found not to constitute an allowable cost.

E. Final Reconciliation
1. The Contractor will submit a final reconciliation on form **DOL-14, Invoice/Status of Funds Report** to the Administrative Agency, reporting actual expenditures for this agreement on or before **July 30, 2017**.

2. Any funds paid to the Contractor and remaining unspent after **June 30, 2017** will be refunded to the Contracting Officer with the final reconciliation on **July 31, 2017**. The check must be made payable to the “Treasurer, State of Connecticut”.

3. The Contractor agrees that any refunds, rebates, credits, or other amounts, accruing to or received by the Contractor under this agreement, shall be paid to the Contracting Officer, to the extent that they are properly allocable to costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this agreement.

**F. Purchases**

1. The Contractor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Contract, at the lowest practical cost. When appropriate, the Contracting Officer will provide the Contractor with equipment costs in order to assist the Contractor in the procurement of supplies and equipment.

2. Titles to all non-expendable property items acquired for the program, with funds from this Contract, shall remain with the Contracting Officer. Non-expendable property is defined as that property which will not be consumed or lose its identity, is expected to have useful life of one year or more, and has a cost of $1000.00 or more per unit. The Contractor further agrees to keep and submit a property record inventory by description, model, serial number, and in such other manner and form, and at such time as prescribed by the Contracting Officer.

**G. Audit and Records**

1. The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently reflect all direct and indirect costs of any nature in the performance of your contract.

2. The Contractor agrees to provide access to the DOL or where applicable, federal agencies, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the Contractor or subcontractor which are directly pertinent to charges to your contract, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Contractor’s personnel for the purpose of interviews and discussions related to such documents.
3. The Contractor shall preserve and make available all financial records, supporting
documents, statistical records, and all other pertinent records for each funding period
for a period of three years. The retention period shall start from the date of
submission of the final expenditure report for that funding period. The
aforementioned records shall be retained beyond the prescribed period, if any
litigation or audit is begun or if a claim is instituted involving your contract. In these
instances the records shall be retained until the litigation, audit or claim has been
finally resolved.

4. All costs shall be supported by properly executed payrolls, time records, invoices,
contracts, vouchers or other official documentation evidencing in proper detail the
nature and propriety of the charges. All checks, payrolls, invoices, contracts,
vouchers, orders or other accounting documents pertaining in whole or in part to this
agreement shall be clearly identified and readily accessible.

5. The Contractor shall comply with all state and federal auditing requirements. This
includes, unless and to the extent specifically exempted by law, the requirement of
Conn. Gen. Stat. Section 7-396(a) that the Contractor shall provide for an audit
acceptable to the Department of Labor as defined in the “Department of Labor Audit
Policy” on file at the Department of Labor.

6. The Contractor shall comply with all State and Federal audit requirements, including if
applicable, the Single Audit for Recipients of State Financial Assistance provisions
codified in Conn. Gen. Stat. Section 4-230 et seq., as from time to time amended; and
where applicable the Federal Single Audit Act of 1984, Office of Management and
Budget Circular A-133; and DOL audit policies and procedures. The Contractor shall
submit the final audit report in accordance with applicable schedules to:

   CT Department of Labor
   Business Management Division
   Contract Accounting Unit
   200 Folly Brook Boulevard
   Wethersfield, CT 06109

The audit submitted shall be accompanied by a resolution report for all findings cited in the audit.

7. At any time prior to final payment under your agreement, the DOL may have the
invoices and detailed statement of costs examined. All current and prior payments
shall be subject to reduction for amounts found not to constitute an allowable cost.

8. The Contractor agrees to include in all subcontracts hereunder, a provision to the
effect that the subcontractor agrees that the DOL, until the expiration of the record
retention period stipulated in Section G(3), shall have access to and have the right to
examine any directly pertinent books, documents, papers, and records of the
subcontractor involving transactions related to your contract.
H. Confidentiality

The Contractor agrees to maintain the confidentiality of any information regarding patients, clients, or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or any other source to the extent provided by law. Without the permission of the patient or client, such information shall be divulged only as necessary for purposes related to performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the program under subcontract.

I. Assignability

The Contractor shall not assign, transfer, or subcontract any interest in this agreement, without prior written consent of the Contracting Officer.

J. Examination of Records

1. The Contractor agrees that the Administrative Agency, until the expiration of three years after final payment under this Contract, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor, which involve transactions related to this Contract.

2. The Contractor further agrees to include, in all his/her subcontracts hereunder, a provision to the effect that the subcontractor agrees that the Administrative Agency shall, until the expiration of three years after final payment to the subcontractor, have access to and have the right to examine any directly pertinent books, documents, papers, and records of the subcontractor, which involve transactions related to this Contract.

K. Political Activities

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Funds shall also not be used to provide services, or for the employment of assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this contract with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or; (3) any voter registration activity. In addition, the Contractor further agrees to the limitations of the Hatch Act (5 USC 1502 (a), 18 USC 595) when federal funds are involved.

L. Publicity

The Contractor shall inform the public that the State of Connecticut, Department of Labor, provides financial support for the operation of its occupational health clinic by including the following specific statement in all official communications, including but not limited to news releases, reports, and promotional materials:
"The State of Connecticut Department of Labor provides financial support for the operation of _________________________________."

(Occupational Health Clinic)

Certifying Officer’s Signature  Title  Date

M. Financial Capability

If the Offeror’s proposal is selected, a copy of the Offeror’s most recent audit or a statement of the Offeror’s financial capability, prepared by a certified accountant, will have to be submitted prior to contract negotiations.

SCREENING & REVIEW OF PROPOSALS

1. All proposals will be screened to determine completeness and conformity to the proposal guidelines and any other requirements contained in this announcement.

2. In order for a proposal to be in conformance, it must include the following:

   a. Completed signatory sheet with required signatures,
   
   b. Completed employers’ staffing compliance report,
   
   c. Completed notification to bidders (Sec. 4-114a),
   
   d. A detailed line item budget according to the cost categories,
   
   e. Proposal narrative. The narrative must address all of the elements specified in Section III. of this announcement, and
   
   f. The following signed certifications and assurances:

      (1) General Grant Conditions (please sign above)
      (2) State of Connecticut Assurances.

EVALUATION & SELECTION
Complete, conforming proposals will be reviewed and evaluated based on the following criteria:

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
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<tbody>
<tr>
<td>Experience in the provision of services to working age populations, including migrant and contingent workers where health disparities or work structure interferes with the provision of occupational health care services</td>
<td>Up to 5 points</td>
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<tr>
<td>Experience in the training of occupational health professionals</td>
<td>Up to 2-5 points</td>
</tr>
<tr>
<td>Active training – 5 points; Willing to train – 2 points</td>
<td></td>
</tr>
<tr>
<td>Willingness to work with DOL &amp; DPH</td>
<td>Up to 5 points</td>
</tr>
<tr>
<td>Ability to provide assistance and medical consultative services to OSHA</td>
<td>Up to 5 points</td>
</tr>
<tr>
<td>Willingness to cooperate with the DPH, DOL, WC and Insurance Commissioners</td>
<td>Up to 5 points</td>
</tr>
<tr>
<td>Willingness to educate professionals on use of surveillance system</td>
<td>Up to 3-5 points</td>
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<tr>
<td>Currently educating – 5 points; Willing to educate – 3 points</td>
<td></td>
</tr>
<tr>
<td>Willingness to cooperate with DPH, DOL, WC and Insurance Commissioner to carry out section 31-396 to 31-403</td>
<td>Up to 10 points</td>
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<td>Ability to report and compile surveillance data</td>
<td>Up to 10 points</td>
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<td>Information of knowledge of labor-management relations and collective bargaining activities</td>
<td>Up to 2 points</td>
</tr>
<tr>
<td>Knowledge of other public and private resources that may benefit occupational health clinics</td>
<td>Up to 4 points</td>
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<tr>
<td>System of monitoring program activities</td>
<td>Up to 5 points</td>
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<tr>
<td>Organizational structure with resumes and qualifications of staff members</td>
<td>Up to 10 points</td>
</tr>
<tr>
<td>Understanding of occupational health clinics responsibilities</td>
<td>Up to 2 points</td>
</tr>
<tr>
<td>Line item budget (adm. Costs , 15% of total budget)</td>
<td>Up to 5-10 points</td>
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<tr>
<td>5%-10% - 10 points; 11%-15% – 5 points.</td>
<td></td>
</tr>
<tr>
<td>Occupational Health Clinic hosted a minimum of one Occupational Work Group Meeting during the current fiscal year.</td>
<td>0 or 1 point</td>
</tr>
<tr>
<td>Hosted a meeting- 1 point Did not host a meeting -0 points</td>
<td></td>
</tr>
<tr>
<td>Special Terms</td>
<td>Up to 5 points</td>
</tr>
<tr>
<td>Willing to comply with Special Terms</td>
<td>Up to 5 points</td>
</tr>
<tr>
<td>General Conditions</td>
<td>Up to 5 points</td>
</tr>
<tr>
<td>Willing to comply with General Conditions</td>
<td>Up to 5 points</td>
</tr>
<tr>
<td>Attachments</td>
<td>Up to 0-2 points</td>
</tr>
<tr>
<td>Offeror has included all required attachments.</td>
<td>Up to 0-2 points</td>
</tr>
</tbody>
</table>
PLANNED ALLOCATION FOR THIS PROPOSAL

* $309,217 *

NOTE: THIS RFP IS NOT TO BE CONSTRUED AS A CONTRACT OR COMMITMENT OF ANY KIND.

Sincerely,

Kenneth C. Tucker III, Director
Connecticut Department of Labor,
Division of Occupational Safety and Health
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