Contract No. CONTRACT #

**THIS CONTRACT** is made and entered into by and between CONTRACTOR, with its principal place of business at CONTRACTOR ADDRESS (hereinafter “Contractor”), and the UNIVERSITY OF CONNECTICUT HEALTH CENTER, 263 Farmington Avenue, Farmington, CT 06030 (hereinafter “UCHC”). The Contractor and UCHC may also be referred to individually as “Party” or collectively as “Parties.”

**WHEREAS,** the Parties hereto desire to enter into a contract articulating their respective rights and responsibilities regarding UCHC’s purchase of Goods and/or Services, as more specifically set forth herein.

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise indicated, for the purpose of this Contract, the following terms shall have the following corresponding definitions:
   1. Affiliate: Any “person” (as that term is defined in Conn. Gen. Stat. § 12-1) that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten (10) percent of the voting securities of the other person. The term “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. The term “voting security” includes a general partnership interest.
   2. Breach: Failure, without legal excuse, to perform any promise or to carry out any of the terms of this Contract.
   3. Calendar Day: All calendar days, including Saturdays, Sundays and holidays.
   4. Cancellation: An end to this Contract effected pursuant to a right that this Contract creates due to a Breach.
   5. 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.
   6. Confidential Information: 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 State 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.
   7. Confidential Information Breach: The unauthorized access of Confidential Information by a person or entity in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) 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; (3) 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 (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
   8. Contract: This agreement, as of its effective date, between the Contractor and UCHC, including all of its terms and conditions, and any exhibits or attachments referenced herein.
   9. Contractor Parties: 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 if the Contractor intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, any subcontractors.
   10. Expiration: An end to this Contract due to the completion in full of the mutual performances of the Parties or due to this Contract’s term being completed.
   11. Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the Party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to said Party, failure of or inadequate permanent power, unavoidable casualties, fire not caused by said Party, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
   12. Goods: All things which are movable at the time that this Contract is effective and that are to be delivered pursuant to this Contract, which include, without limitation, supplies, materials and equipment, as set forth herein.
   13. Proposal: A response to a Solicitation.
   14. Proposer: A person or entity that submits a Proposal.
   15. Proposer Parties: A Proposer’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 Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, potential subcontractors.
   16. Records: All working papers and such other information and materials created or accumulated by the Contractor in performing this Contract, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. All Records are deemed property of UCHC
   17. Solicitation: A UCHC request inviting bids, quotes, proposals or qualifications.
   18. Services: The performance of labor or work, as set forth herein.
   19. Specifications: All requirements UCHC has for Goods and/or Services that will be delivered hereunder, whether those requirements are found in this Contract, the Solicitation, the Proposal, on purchase orders, or as otherwise agreed between the parties.
   20. State: The State of Connecticut, all constituent units of higher education including UCHC, and any office, department, board, council, commission, institution or agency of the State.
   21. Termination: An end to this Contract effected pursuant to a right which this Contract creates, other than for Breaches.
   22. Title: All ownership, title, licenses, rights, possession, interest and use of, in and to the referenced property.
   23. UCHC Premises: All premises and locations owned, leased, managed or otherwise controlled by UCHC.
   24. Work Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
2. **PURPOSE.**

The Contractor shall provide the Goods and/or Services to UCHC as specifically set forth in Exhibit A hereto, and if applicable, the relevant Proposal that occasioned this Contract. UCHC shall utilize and compensate the Contractor as set forth herein. Unless otherwise more specifically set forth herein, this contract is not a requirements contract or an agreement to purchase any specific quantity of Goods or Services.

1. **CONTRACT TERM.** This Contract will commence on DATE **[or]** the last date of the parties’ signature, below (the “Start Date”), and unless earlier terminated in accordance with this Contract will continue in effect for NUMBER years from the Start Date (the “Term”). **[optional language]** This Contract may be renewed at UCHC’s option, for NUMBER OF RENEWALS (#) additional NUMBER OF YEARS (#)year periods, (each, a “Renewal Term”) through written notice to Contractor. Expiration of this Contract will not affect any outstanding purchase orders, which will continue in full force and effect until completed or otherwise terminated or cancelled by UCHC. Upon Termination, Cancellation or Expiration of this Contract, Contractor will take reasonable steps to ensure a smooth transition.
2. **PAYMENT.** The State is exempt from paying federal excise and Connecticut taxes per Conn. Gen. Stat. §12-412. Payment shall be made as follows:
   1. UCHC shall pay the Contractor an amount not to exceed $MAXIMUM PAYABLE AMOUNT (ORIGINAL TERM)over the Term of the Contract and MAXIMUM PAYABLE AMOUNT (RENEWAL TERMS) during each Renewal Term, in the manner specified below, within thirty (30) Calendar Days from the date of UCHC’s receipt and approval of Contractor’s invoice. Contractor’s invoice shall include: 1) UCHC’s purchase order number issued to Contractor hereunder; 2) a description of what Goods and/or Services the invoice represents; and 3) such other information as UCHC may reasonably require from time to time. The maximum amount payable during the Term plus any Renewal Terms shall not exceed $TOTAL AMOUNT TERM PLUS RENEWALS.
   2. Subject to Section 4.1, payments under this Contract shall be made as invoiced periodically **[or]** as follows:

PAYMENT SCHEDULE [WRITTEN OR TABLE FORMAT].

1. **PURCHASE ORDERS.**
   1. This Contract itself is not an authorization for the Contractor to ship Goods or begin performance of Services in any way. The Contractor may not begin performance until it has received a duly issued purchase order against this Contract for same. A purchase order shall be considered duly issued if it is a) issued directly to the Contractor, and b) in written or electronic form, bearing this Contract number and in compliance with all other State procurement requirements.
   2. Contractor shall reference the relevant, valid purchase order number on all invoices to UCHC.A Contractor performing hereunder without a duly issued purchase order does so at the Contractor’s own risk.
2. **GOODS: DELIVERY AND INSTALLATION.** 
   1. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified by UCHC, delivery of Goods shall be DAP (Incoterms 2010) UCHC West Receiving Dock, 263 Farmington Avenue, Farmington, CT 06030. Contractor shall utilize UCHC’s inbound shipping accounts, which will be provided to Contractor, unless otherwise agreed in writing by UCHC. The burden of proof of proper delivery shall rest with the Contractor.
   2. Time is of the essence in this Contract. In order for the time of delivery to be extended, the Contractor must request an extension in writing from the time specified in this Contract, such extension applying only to the particular item or shipment from an authorized representative of UCHC’s Purchasing Department.
   3. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of UCHC unless otherwise stated in this Contract.
   4. At the sole option of UCHC, Goods may be subject to re-weighing on State sealed scales.
   5. Installation shall be performed by the Contractor, in accordance with industry standards.
3. **STANDARDS AND INSPECTION.**
   1. Contractor shall meet all Specifications. Contractor shall cooperate with UCHC to correct any deficiencies in the Goods or Services. The foregoing shall not be deemed a waiver of any other rights or remedies available to UCHC.
   2. UCHC may provide Contractor with written notice of acceptance. In the absence of written notice, acceptance shall not be deemed to occur until six (6) months following installation (“Inspection Period”). Neither, payment, delivery, transfer of title nor use shall not constitute acceptance.
   3. Inspection. UCHC shall determine the manner of inspection to determine compliance with all Specifications. If any Goods or Services fail to meet the Specifications, UCHC may, in its sole discretion, either reject them and owe nothing or accept them and pay for them on an adjusted price basis, as agreed to by the parties depending on the degree to which the Goods meet the Specifications.
   4. Warranty. The Contractor warrants the Goods and/or Services to be (a): new; (b) free from defective material or workmanship; and (c) merchantable and fit for the purpose intended, and Contractor agrees to repair or replace (at UCHC’s option) any Goods damaged during delivery and/or installation. Contractor’s additional warranties may be attached hereto. The foregoing warranties, including any that are in attachments hereto, shall be valid for at least one (1) year, or for such longer period that may be stated in the attached warranty provisions (“Warranty Period”). For Goods with clinical application, one (1) year shall run from first clinical use of those Goods. During the Warranty Period, contractor will provide services twenty four (24) hours per day, seven (7) days per week, as necessary, and will respond, on site, within four (4) hours to provide same.
   5. Service provided after the Warranty Period shall be as set forth in Exhibit A.
4. **REJECTED ITEMS: ABANDONMENT.** TheContractor may bring or causeto be brought to UCHC Premises, Goods, or other tangible personal property. UCHC may direct the Contractor, at the Contractor’s expense, to remove any or all such property (“Rejected Goods”) from UCHC Premises. Failure to remove the Rejected Goods shall mean that:
   1. Contractor has voluntarily abandoned the Rejected Goods and relinquished all Title to the Rejected Goods;
   2. There is no ignorance or unawareness to mitigate against the intent to abandon the Rejected Goods;
   3. Contractor vests authority, without any further act required on their part or UCHC’s part, to use or dispose of the Rejected Goods, in UCHC’s sole discretion;
   4. If UCHC incurs any costs in connection with disposing of the Rejected Goods, UCHC shall invoice the Contractor and the Contractor shall reimburse UCHC for such costs; and
   5. Contractor remises, releases and forever discharges UCHC, the State, and all State employees, departments, and agencies, and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which Contractor and its respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods.
5. **CONTRACTOR QUALIFICATIONS AND STATUS.** TheContractor represents, for itself and any Contractor Parties, that they are fully experienced and properly qualified to provide the Goods and/or Services, and that they are, and will continue to be during the Term, properly licensed, equipped, organized and financed, at its/their own expense. If the Contractor has a completed “Service Organization Control Report” (formerly known as a SAS 70 report), a copy of that report must be submitted to UCHC upon contract execution and, during the Term, upon UCHC’s request. At UCHC’s request, the Contractor shall deliver copies of any current license(s) and registration(s) relevant to this Contract.
6. **CONTRACTOR GUARANTIES.** The Contractor:
   1. Shall be responsible for the entire performance under this Contract, regardless of whether the Contractor itself performs;
   2. Shall be the sole point of contact concerning the management of this Contract, including performance and payment issues;
   3. Shall be solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract;
   4. Shall ensure compliance with applicable UCHC Policies and procedures regarding checking in upon arrival at the work site, wearing identification badges, and completion of any background checks and/or certifications required by UCHC for Contractor and Contractor Parties, and bear costs associated therewith;
   5. Shall exercise all reasonable care to avoid damage to the State’s property or to property being made ready for the State’s use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to UCHC;
   6. Shall adhere to all contractual provisions regarding the confidentiality of records to which the Contractor has access;
   7. Shall continue to perform its obligations under this Contract while any dispute concerning this Contract is being resolved;
   8. Shall execute and submit any and all applicable affidavits and certifications as required by law;
   9. Shall not release any information concerning this Contract or refer to UCHC for advertising or promotional purposes unless prior written consent is obtained from UCHC;
   10. Represents and warrants that if entities, Contractor and/or Contractor Parties are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract;
   11. Shall comply with all applicable UCHC policies and procedures;
   12. Shall comply with all applicable state and federal laws and municipal ordinances, and obtain and pay for all applicable licenses, permits and fees, in satisfying its obligations to UCHC under and pursuant to this Contract;
   13. Represents and warrants that the execution, delivery and performance of this Contract will not violate, be in conflict with, result in a breach of or constitute a default under any: i) provision of law, ii) order of any court or the State, or iii) agreement, to which it is a party or by which it may be bound;
   14. Represents and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with UCHC Policy No. 2001-3 or any applicable federal laws or state laws, and that they shall disclose to UCHC immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes it an “Ineligible Person” at any time during the course of this Contract. An “Ineligible Person” is an individual or entity who: i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or nonprocurement programs, or ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible;
   15. Represents and warrants that it has not, within the three (3) years preceding this Contract, been convicted of, or had a civil judgment rendered against it or against any person who would perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity;
   16. Represents and warrants that it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
   17. Represents and warrants that it has not within the three (3) years preceding this Contract had one or more contracts with any governmental entity cancelled;
   18. Represents and warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
   19. Represents and warrants that to the best of its knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract;
   20. Represents and warrants that it shall disclose, to the best of its knowledge, to UCHC in writing any Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Contract, no later than ten (10) Calendar Days after becoming aware or after it should have become aware of any such Claims; Contractor shall cause Contractor Parties to do the same;
   21. Represents and warrants that participation in the Solicitation process (if any) was not a conflict of interest or a breach of ethics under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State’s Codes of Ethics;
   22. Represents and warrants that the Proposal, if any, for which the Contract was awarded was not made in connection or concert with any other person, entity or Proposer, including any Affiliate of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
   23. Represents and warrants that it is able to perform under this Contract using its own resources or the resources of a party who was not a Proposer;
   24. Represents and warrants that it has paid all applicable workers’ compensation second injury fund assessments concerning all previous work done in Connecticut;
   25. Represents and warrants that it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
   26. Represents and warrants that it owes no unemployment compensation contributions;
   27. Represents and warrants that it is not delinquent in the payment of any taxes owed, or it has filed a sales tax security bond, and, if applicable, filed for motor carrier road tax stickers and paid all outstanding road taxes;
   28. Represents and warrants that except to the extent modified or abrogated in this Contract, all Title shall pass to UCHC upon complete Acceptance of the Goods or Services and payment by UCHC;
   29. If either Party terminates or cancels this Contract for any reason, it shall relinquish to UCHC all Title to the Goods Accepted and paid for (except to the extent any invoiced amount is disputed) by UCHC;
   30. Represents and warrants that with regard to third party products provided with the Goods, it shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license;
   31. Represents and warrants that it shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of this Contract without UCHC’s prior written consent;
   32. Represents and warrants that it either owns or has the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
   33. Represents and warrants that the Goods do not infringe on or misappropriate any patent, trade secret or other intellectual property right of a third party;
   34. Represents and warrants that UCHC’s use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
   35. Represents and warrants that if it procures any Goods, it shall sub-license such Goods and that UCHC shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods;
   36. Represents and warrants that it shall assign or otherwise transfer to UCHC, or afford UCHC the full benefits of any manufacturer’s warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to UCHC;
   37. Represents and warrants that it shall assign to the State all right, Title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, or under Chapter 624 of the Connecticut General Statutes; and
   38. Represents and warrants that it shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require the relevant provisions of this Contract be included in any contracts and purchase orders with Contractor Parties.
7. **CONTRACTOR CHANGES.** 
   1. The Contractor shall notify UCHC in writing no laterthan ten (10) Calendar Days from the effective date of any change in:
      1. its certificate of incorporation or other organizational document;
      2. more than a controlling interest in the ownership of the Contractor;
      3. the individual(s) in charge of the performance of the responsibilities of the Contractor; or
      4. licensure, whether by revocation, suspension or other restriction, or expiration;
      5. any material adverse change in its financial status.
   2. Any such change(s) shall not relieve the Contractor of responsibility for the accuracy and completeness of performance. UCHC, after receiving written notice by the Contractor of any such change, may require:
      1. the execution of agreements, releases and other instruments evidencing, to UCHC’s satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract; and/or
      2. a financial statement (or similar documentation, in the form reasonably requested by UCHC) showing that solvency of the Contractor is maintained. The Contractor shall deliver such documents to UCHC in accordance with the terms of UCHC’s written request.
   3. The death of any Contractor Party (if applicable) shall not release the Contractor from the obligation to perform under this Contract; the surviving Contractor Parties must continue to perform under this Contract until performance is fully completed.
8. **LABOR AND PERSONNEL.**
   1. At all times, the Contractor shall utilize approved, qualified personnel necessary under this Contract. The Contractor agrees not to subcontract any portion of this Contract without the prior written permission of UCHC. The Contractor shall advise UCHC promptly, in writing, of any actual or anticipated labor dispute or other labor-related occurrence known to the Contractor involving the Contractor’s employees or subcontractors, which may reasonably be expected to affect the Contractor’s obligations under this Contract. UCHC may then, at its option, ask the Contractor to arrange for temporary employees or subcontractors satisfactory to UCHC to provide Goods and/or perform Services otherwise to be delivered or performed by the Contractor hereunder. The Contractor shall assume full financial responsibility for any economic harm caused to UCHC by such subcontract arrangement.
   2. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor’s and Contractor Parties’ work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor Parties’ presence at the work site, or other action under its control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.
   3. Upon UCHC’s request, the Contractor shall reassign from this Contract any employee or representative whom UCHC, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, UCHC shall give ten (10) Work Days’ notice to the Contractor. The Contractor will then have five (5) Work Days to attempt, if it so desires, to satisfy UCHC that the employee should not be reassigned. UCHC will then make a decision as to reassignment, in its sole discretion, which decision shall be final. Notwithstanding the foregoing, UCHC reserves the right to require the immediate removal of any employee or representative whom UCHC reasonably believes, in its sole discretion, represents an immediate risk to the health, safety and/or reputation of UCHC and its community.
9. **TERMINATION.**
   1. Notwithstanding any other provisions in this Contract, UCHC may terminate this Contract whenever UCHC, in its sole discretion, determines that Termination is in the best interests of UCHC or the State.
   2. UCHC shall notify the Contractor in writing of Termination pursuant to this section. The Notice of Termination (“Notice”) shall specify the effective date of termination and the extent to which the Contractor must complete its obligations under this Contract prior to such date.
   3. Upon receiving the Notice from UCHC, the Contractor shall:
      1. Immediately discontinue all Services affected in accordance with the Notice and deliver to UCHC all Records in the format and manner directed by UCHC; and
      2. Take all actions necessary or appropriate to mitigate actual or potential costs or other losses caused by Termination. Except as directed in the Notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
   4. Upon Termination of this Contract, UCHC shall, within forty-five (45) Calendar Days of the effective date of Termination, reimburse the Contractor for Goods and/or Services accepted by UCHC, in addition to all actual and reasonable costs incurred after Termination in completing any work required by the Notice. However, the Contractor is not entitled to receive and UCHC is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon UCHC’s request, the Contractor shall: (a) assign to UCHC or any replacement contractor designated by UCHC, all subcontracts, purchase orders and other commitments, and (b) remove from UCHC Premises all such equipment, waste material and rubbish related to its performance of Contract obligations.
   5. Upon Termination of this Contract, all rights and obligations shall be null and void, so that neither Party shall have any further rights or obligations to the other Party, except with respect to the sections which survive the Termination of this Contract. All representations, warranties, agreements and rights of the Parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned herein.
   6. Termination of this Contract pursuant to this section shall not be deemed to be a Breach of the Contract by UCHC.
10. **BREACH.** 
    1. If either Party Breaches this Contract in any respect, the non-breaching Party shall provide written notice of such Breach to the breaching Party and afford the breaching Party an opportunity to cure the Breach within ten (10) Work Days from the date that the breaching Party receives such notice. Such right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Cancellation date, no further action shall be required of any Party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Cancellation date, then the non-breaching Party may cancel this Contract by giving the breaching Party no less than twenty-four (24) hours prior written notice.
    2. If UCHC believes the Contractor has Breached this Contract, it may withhold payment in whole or in part pending resolution of the Breach, provided that UCHC notifies the Contractor in writing prior to the date that the payment would have been due to Contractor. The Contractor agrees to promptly reimburse UCHC for costs, losses or expenses associated with cover purchases made by UCHC as the result of Contractor’s breach.
    3. Nothing herein shall be deemed to waive UCHC’s right to terminate the Contract pursuant to Section 13.
11. **NO WAIVER.** No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to, every other remedy provided in this Contract or at law or in equity.A Party’s failure to insist on strict performance of any provision of this 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.
12. **INTELLECTUAL PROPERTY.** All intellectual property conceived, created, acquired, or first reduced to practice under this Contract, shall be the property of UCHC and shall be treated as proprietary to UCHC unless UCHC agrees in writing to the contrary. Works of authorship and contributions to works of authorship created by the Contractor hereunder are hereby agreed to be “works made for hire” as set forth in 17 U.S.C.§101; Contractor assigns to UCHC all right, title and interest in such works and contributions. Contractor further agrees to provide UCHC with any and all reasonable assistance which UCHC may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions of works, including the execution of any documents submitted by UCHC.
13. **LAWS AND REGULATIONS.**
    1. Governing Law. This Contract and any and all disputes arising out of or in connection therewith shall in all respects be governed by the laws of the State of Connecticut, without giving effect to its conflicts of laws principles.
    2. Interpretation. This Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in this Contract to those statutes and regulations.
    3. Public Record. The Solicitation, if any, and this Contract are subject to the provisions set forth in Chapter 14 of the Connecticut General Statutes, and all corresponding rules, regulations and interpretations (referred to as the Freedom of Information Act or “FOIA”).
    4. Tangible Personal Property. If this Contract involves the Contractor’s provision of tangible personal property, Contractor shall comply with the provisions of Conn. Gen. Stat. §12-411b.
    5. Compliance with Laws. The parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business. In the event that any part of this Contract is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the violative provision(s). If the parties are unable to agree to new or modified terms as required to bring the Contract into compliance, either party may terminate this Contract on fifteen (15) days written notice to the other party. Contractor represents and warrants to UCHC that neither it nor any affiliate of it has entered into any direct or indirect relationship with a third party for the purpose of providing services hereunder wherein such third party is directly or indirectly compensated or receives remuneration of any kind on the basis of the volume or value of referrals that it makes to UCHC for "designated health services" as defined by 42 CFR § 411.351. Contractor shall indemnify, defend and hold harmless UCHC, the State of Connecticut and their respective officers, directors, members, employees, and agents from and against any and all claims, liabilities, obligations, losses, judgments, fines, assessments, penalties, awards, statutory damages, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of Contractor’s breach of the representation and warranty made herein.
    6. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or this 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 or employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
    7. Claims Against the State. 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 in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings. Notwithstanding and without waiving the foregoing, and without waiving or compromising the State’s sovereign immunity or immunity provided under the Eleventh Amendment of the Constitution in any way, to the extent that any immunities provided by State or federal law do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any permitted action against the State shall be brought only in the Judicial District of Hartford or the United States District Court for the District of Connecticut, and shall not be transferred to any other court. The Contractor waives any objection it may have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
    8. Summary of State Ethics Laws. Pursuant to the requirements of Conn. Gen. Stat. §[1‑101qq](http://www.cga.ct.gov/2007/pub/Chap010.htm#Sec1-101qq.htm), the summary of State ethics laws developed by the State Ethics Commission pursuant to Conn. Gen. Stat. §1-81b is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract.
    9. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (“ADA”), to the extent applicable, during the term of this Contract. UCHC may cancel this Contract if the Contractor fails to comply with the ADA
    10. Whistleblowing. This Contract may be subject to the provisions of Conn. Gen. Stat. §[4‑61dd](http://www.cga.ct.gov/2007/pub/Chap048.htm#Sec4-61dd.htm), which applies to “large state contracts” having a value of five million dollars ($5,000,000) or more. 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 UCHC, the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of the statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty (20) percent of the value of this Contract. 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. UCHC 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. If the Contractor is a “large state contractor” as defined by Conn. Gen. Stat. §4‑61dd, the Contractor shall post a notice of the provisions of that statute relating to large state contractors in a conspicuous place which is readily available for viewing by the Contractor’s employees.
    11. Federal False Claims Act. The Federal False Claims Act (“FCA”) imposes civil penalties on people and companies who “knowingly” (as that term is defined in the FCA) submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government. The FCA extends to any payment requested of the federal government, and specifically applies to billing and claims sent from UCHC to any government payor program, including Medicare and Medicaid. The FCA also contains provisions intended to protect individuals who report suspected fraud. Under the FCA, any person or company that submits a false claim or statement to the government may be assessed a fine for each such false claim submitted, regardless of size, and may also be charged additional penalties. (Refer to the following documents for further information: Section 6032 of the Deficit Reduction Act of 2005; 31 U.S.C. §§ 3729-3733 and 3801-3812; Conn. Gen. Stat. §§ 31‑51m, 53a-290 *et seq.*, and 17b-127).
    12. Executive Orders. 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; 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 made a part of the Contract as if they had been fully set forth in it. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. UCHC shall provide a copy of the Orders to the Contractor upon request.
    13. Campaign Contribution Restrictions. For all State contracts 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 agreement expressly acknowledges receipt of 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, which is reproduced and inserted below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS:

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Limitation:** No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees). In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee. On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly*solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Penalties for Violations:** Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties: Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

**Contract Consequences:** In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided. In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the linkto “Lobbyist/Contractor Limitations.”

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary* *responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

* 1. Non-discrimination. References in this section to “Contract” shall mean this Contract and references to “Contractor” shall mean the Contractor named on page 1 of this Contract. (a) 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 physiology 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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5)(b)(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, mental retardation, 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 insure 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, mental retardation, 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 by 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 accounts, 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 he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects. (c) 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 and 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. (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. (e) 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. (f) 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. (g)(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. (h)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.

1. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”).**
2. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 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.
3. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under this business associate contract (this “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
4. The University of Connecticut Health Center, a State of Connecticut Agency (“Agency”) is a “covered entity” 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 (Pub. L. 111-5, §§ 13400 to 13423) (“HITECH Act”), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
6. Definitions.
7. “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
8. “Business Associate,” as that term is defined in 45 C.F.R. § 160.103, shall mean the Contractor.
9. “Covered Entity” shall mean the Agency.
10. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
11. “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).
12. “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).
13. “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.
14. “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.
15. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
16. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
17. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
18. “This Contract” refers to the HIPAA Provisions stated herein, in their entirety.
19. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
20. “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.
21. “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
22. Obligations and Activities of Business Associate.
23. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Contract or any other duly executed agreement with Covered Entity or as Required by Law.
24. 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 Contract and in accordance with HIPAA standards.
25. 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.
26. 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 Contract.
27. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Contract or any other duly executed agreement with Covered Entity or any security incident of which it becomes aware.
28. 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 subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
29. 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.
30. 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.
31. 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.
32. 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.
33. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection 18.6.10 of this 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.
34. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
35. 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.
36. In the event that an Individual requests that the Business Associate
37. restrict disclosures of PHI;
38. provide an accounting of disclosures of the Individual’s PHI;
39. provide a copy of the Individual’s PHI in an electronic health record; or
40. 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.

1. 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
2. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract or any other duly executed agreement with Covered Entity, and
3. 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.
4. Obligations in the Event of a Breach.
5. 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 Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with 45 C.F.R. part 164, subpart D, and this Contract.
6. 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 protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
7. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
8. 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.
9. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
10. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
11. 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.
12. 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, contact information for said official.
13. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 18.6.16.3.1-4 of this Contract 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 Covered Entity’s direction to assess risk.
14. If the Covered Entity determines that there has been a Breach 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 45 C.F.R. 164.406.
15. 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.
16. 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.
17. Permitted Uses and Disclosure by Business Associate.
18. General Use and Disclosure Provisions. Except as otherwise limited in this 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 or any other duly executed agreement with Covered Entity, 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.
19. Specific Use and Disclosure Provisions
20. Except as otherwise limited in this 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.
21. Except as otherwise limited in this 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.
22. Except as otherwise limited in this 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).
23. Obligations of Covered Entity.
24. 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.
25. 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.
26. 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.
27. 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 Contract.
28. Term and Termination.
29. Term. The Term of this Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision 18.6.10 of this 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.
30. Termination for Cause. Upon Covered Entity’s knowledge of a breach by Business Associate, Covered Entity shall either:
31. 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
32. Immediately terminate the Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
33. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
34. Effect of Termination.
35. Except as provided in the “Termination for Cause” Section of this Contract, above, 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 Section 18.6.10 of this Contract to the Covered Entity within ten business days of the notice of termination. This section 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.
36. 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 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.
37. Miscellaneous Sections.
38. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
39. Amendment. The Parties agree to take such action as in necessary to amend this 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. 104‑191.
40. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
41. Effect on Contract. Except as specifically required to implement the purposes of this Contract, all other terms of the Contract shall remain in force and effect.
42. Construction. This Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
43. Disclaimer. Covered Entity makes no warranty or representation that compliance with this 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 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.
44. 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 Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
45. **REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES.** If in the course of performance of this Contract, the Contractor at any time uses or operates “motor vehicles,” as that term is defined by Conn. Gen. Stat. § 14-1(53) (including, but not limited to, such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor represents and warrants for itself and the Contractor Parties that:
    1. It is the owner of record or lessee of record of each such motor vehicle used in the performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“DMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by DMV, for any reason or cause. If such motor vehicle is not registered with DMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
    2. Each such motor vehicle shall be fully insured in accordance with the provisions of Conn. Gen. Stat. §§14‑12b, 14-112 and 38a-371, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by DMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
    3. Each Contractor Party who uses or operates a motor vehicle at any time in the performance of this Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Conn. Gen. Stat. §14-36a, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by DMV or such other jurisdiction for any reason or cause.
    4. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. §14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
46. **AUDIT AND INSPECTION OF RECORDS.** 
    1. The Contractor shall prepare, maintain and preserve all Records. During the Term, and for three (3) years from the date of Termination, Cancellation or Expiration, UCHC and other authorized representatives of the State shall have free and full access, during normal business hours, to all Records, in whatever form they exist or are stored, and upon UCHC’s request all such Records, or exact copies thereof, shall be immediately turned over to UCHC.
    2. The Contractor may be required to provide for an annual financial audit acceptable to UCHC for any expenditure of State-awarded funds made by the Contractor. Such audit shall include audit recommendations and management letters. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and State single audit standards as applicable.
    3. The Contractor shall cooperate fully with the State and its agents in connection with any audit or inspection. The Contractor shall ensure that in all of its contracts with third parties pertaining to the performance of this Contract, provision shall be specifically made to assure the Contractor’s ability to fully meet the obligations set forth in this section. Following any audit or inspection, the Contractor shall cooperate with an exit conference upon the State’s request.
47. **CONFIDENTIAL Information and protection of data.**
    1. 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.
    2. Each Contractor and Contractor Parties 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 UCHC or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
       1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
       2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept
       3. A process for reviewing policies and security measures at least annually
       4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
       5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
    3. The Contractor and Contractor Parties shall notify UCHC 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, UCHC 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 Connecticut General Statutes § 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 UCHC, any State of Connecticut entity or any affected individuals.
    4. 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.
    5. Nothing in this Section shall supersede in any manner Contractor’s or Contractor Party’s obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate.
    6. All data provided to the Contractor by UCHC or developed internally by the Contractor with regard to UCHC shall be treated as proprietary to UCHC unless UCHC agrees in writing to the contrary. The Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by UCHC or others, which may come into the Contractor’s possession during the term of this Contract, except where disclosure of such information by the Contractor is required by governmental authority to ensure compliance with laws, rules or regulations, and such disclosure shall be limited to that actually so required. Where such disclosure is required, the Contractor shall provide advance notice to UCHC of the need for the disclosure and shall not disclose absent consent from UCHC. The requirements of this section are in addition to those pertaining to HIPAA as set forth herein.
    7. Contractor shall deliver all Records to UCHC in electronic, magnetic or other intangible form in a non-proprietary format (such as ASCII or .TXT) or other, mutually agreed format, no later than thirty (30) Calendar Days after Termination, Cancellation or Expiration of this Contract or fifteen (15) Calendar Days after the Contractor receives a written request from UCHC for the Records.
    8. UCHC will afford due regard to the Contractor’s request for the protection of proprietary or confidential data that UCHC receives. However, all materials associated with the Solicitation and the Contract are subject to FOIA. If the Contractor indicates that certain documents are submitted in confidence, by specifically and clearly marking them as “**CONFIDENTIAL**,” UCHC will endeavor to keep said data confidential to the extent permitted by law. However, UCHC has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of anything that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing, in the legally-prescribed manner, the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall UCHC or the State have any liability for the disclosure of any documents or data in UCHC’s possession which UCHC believes is required to be disclosed pursuant to FOIA or other requirements of law. To the extent that any other provision of the Contract, Solicitation or any other Records or documents conflicts or is in any way inconsistent with this section, this section controls and shall apply.
    9. **Indemnification/Hold Harmless.**
       1. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all: a)Claims arising directly or indirectly from the acts or omissions of the Contractor or Contractor Parties in connection with the Contract (collectively, the “Acts”); 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 Acts.
       2. The Contractor shall reimburse the State for any and all damage to the State’s real or personal property, and shall pay for or repair damage to its own work or the work of other contractors, caused by the Acts.
       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 or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
       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.
       5. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Contract. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys’ and other professionals’ fees expended in pursuing a Claim against a third party.
       6. This section shall survive the termination, cancellation or expiration of the Contract and shall not be limited by reason of any insurance coverage.
48. **FORCE MAJEURE.** UCHC and the Contractor shall not be excused from their obligation to perform in accordance with this Contract except in the case of Force Majeure events and as otherwise provided for in this Contract. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other Party, explaining the cause and probable duration of any such nonperformance.
49. **INSURANCE.**
    1. The Contractor agrees that while performing under this Contract, it shall carry sufficient insurance (liability and/or other, as applicable), in at least the following amounts, so as to save the State harmless from liability for any Act that is insurable:
       1. 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 work performed by the Contractor under this Contract, or the general aggregate limit shall be twice the occurrence limit.
       2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
       3. Professional Liability: $1,000,000 limit of liability.
       4. Workers’ Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut, which shall include Employer’s Liability with minimum limits of $100,000 each accident, $500,000 Disease-Policy limit, $100,000 each employee.
       5. A following form (Excess Liability/Umbrella Policy) may be used to meet the minimum limit guidelines.
    2. For each applicable insurance policy:
       1. The Contractor shall name “The University of Connecticut Health Center, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions” as additional insureds, and shall identify the project name/number, this Contract number, or another easily-identifiable reference to the Contractor’s relationship to UCHC.
       2. The coverage shall contain no special limitations on the scope of protection afforded to UCHC or the State.
       3. The Contractor shall assume any and all deductibles.
       4. The Contractor’s insurer shall have no right of recovery or subrogation against UCHC or the State and the described insurance shall be primary coverage.
       5. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to UCHC or the State.
       6. The insurer must send written notice to UCHC by certified mail, at least thirty (30) Calendar Days prior to any reduction, cancellation or non-renewal of coverage.
       7. “Claims Made” coverage is unacceptable, with the exception of Professional Liability coverage.
    3. All applicable certificates of insurance, reflecting the above requirements, shall be provided to UCHC prior to the effective date of this Contract.
50. **ASSIGNMENT.** This Contract shall not be assigned by either Party without the express written consent of the other.
51. **SURVIVAL.** The rights and obligations of the Parties which by their nature survive termination or completion of this Contract, including, but not limited to, those relating to Intellectual Property, Indemnification/Hold Harmless, Audit, Nondisclosure, and Confidential Information, shall remain in full force and effect.
52. **HEADINGS.** The headings or titles of sections, subsections and paragraphs in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
53. **NUMBER AND GENDER.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
54. **PARTIES.** To the extent applicable, any reference to “Contractor” or “Proposer” shall also be deemed to include “Contractor Parties” or “Proposer Parties,” respectively.
55. **FURTHER ASSURANCES.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to and carry out the intent of this Contract.
56. **SEVERABILITY.** If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract shall be valid and enforced to the fullest extent possible by law.
57. **ENTIRE AGREEMENT.** This Contract and any changes, amendments or modifications (which shall not be valid unless reduced to writing, signed by both Parties, and, where applicable, approved by the Attorney General or his designee) constitutes the entire agreement between UCHC and the Contractor, on the matters specifically addressed herein. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind of nature not set forth herein. This Contract shall supersede all prior agreements between the Parties and their predecessors. The Contractor and UCHC acknowledge that they have each contributed to the making of this Contract and have had adequate opportunity to consult with counsel in its negotiation and preparation, and that, in the event of a dispute over its interpretation, the language of the Contract will not be construed against one Party in favor of the other. This Contract shall inure to the benefit of each Party’s heirs, successors, and permitted assigns. No other individual or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.
58. **NOTICES.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing.

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| --- | --- |
| If to UCHC: | NAME, TITLE  University of Connecticut Health Center  263 Farmington Avenue, MC-\_\_\_\_\_\_  Farmington, CT 06030  With a copy to:  University of Connecticut Health Center  ATTENTION: Contracts Department  263 Farmington Avenue, MC-4036  Farmington, CT 06030-4036 |
| If to the Contractor | CONTRACTOR CONTACT NAME & ADDRESS |

1. **STATUTORY AUTHORITY.** This Contract is entered into by UCHC pursuant to the authority granted by Connecticut law, including Conn. Gen. Stat. §§[4a-52a](http://www.cga.ct.gov/2007/pub/Chap058.htm#Sec4a-52.htm), [10a-104](http://www.cga.ct.gov/2007/pub/Chap185b.htm#Sec10a-104.htm), [10a‑108](http://www.cga.ct.gov/2007/pub/Chap185b.htm#Sec10a-108.htm), and [10a-151b](http://www.cga.ct.gov/2007/pub/Chap185b.htm#Sec10a-151b.htm).

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**THE SIGNATURE PAGE FOLLOWS.**

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| **UNIVERSITY OF CONNECTICUT HEALTH CENTER:** | | | | | |
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| (Print Name) |  | (Signature) | |  | (Date) |
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| **CONTRACTOR:** | | | | | |
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| (Contractor Company Name) |  |  | |  |  |
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| (Contractor’s Authorized Representative - Print Name) |  | (Contractor’s Authorized Representative -Signature) | |  | (Date) |
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|  | | Title: |  |  |  |
|  | |  | | | |
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|  | | (Federal Employer Identification Number (FEIN) or | | | |
|  | | Social Security Number (SSN)) | | | |

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| **OFFICE OF THE ATTORNEY GENERAL:** | | | | |
| Approved as to form: | |  | | |
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|  |  |  |  |  |
| (Print Name) | | (Associate/Assistant Attorney General - Signature) |  | (Date) |

**EXHIBIT A**

**CONTRACTOR RESPONSIBILITIES**