**DINING AND NUTRITION SERVICES CONTRACT**

**BETWEEN**

**THE UNIVERSITY OF CONNECTICUT HEALTH CENTER FINANCE CORPORATION**

**AND**

**\_\_\_\_\_[CONTRACTOR]\_\_\_\_\_**

Contract Number UCHCFC-5-2805

This contract (“Contract”) by and between The University of Connecticut Health Center Finance Corporation on behalf of the University of Connecticut Health Center and its affiliates, with its principal office at 263 Farmington Avenue, Farmington, CT 06030 (hereinafter referred to collectively as “UConn Health”), and \_\_\_\_\_[Contractor]\_\_\_\_\_, with its principal place of business at \_\_\_\_[Contractor Address]\_\_\_\_ (hereinafter referred to as “Contractor”), shall be effective as of the date of last Party signature below (“Effective Date”). UConn Health and Contractor may be referred to herein as a “Party” or collectively as the “Parties.”

**W I T N E S S E T H:**

WHEREAS, the University of Connecticut Health Center is an academic medical center and constituent unit of the State of Connecticut’s system of public higher education; and

WHEREAS, The University of Connecticut Health Center Finance Corporation is authorized, pursuant to Connecticut General Statutes §§ 10a-250 through 10a-263, to enter into contracts on behalf of the University of Connecticut Health Center as necessary to promote the University of Connecticut Health Center’s efficient and effective provision of health care services; and

WHEREAS, UConn Health issued bid number 5-2805 for dining and nutrition services; and

WHEREAS, Contractor submitted a response to that bid; and

WHEREAS, the Parties wish to memorialize their agreement regarding Contractor’s provision of dining and nutrition services to UConn Health, as more specifically set forth herein; and

NOW, THEREFORE, in consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1: SCOPE OF SERVICES; PARTY RESPONSIBILITIES**

Contractor shall provide the dining and nutrition services, including clinical nutrition services for UConn Health in-patients and out-patients, retail food service, catering, food and beverage carts, and vending machines, described in this Contract (collectively, the “Nutrition Services”). Exhibit B attached hereto contains details about each Party’s responsibilities under this Contract.

**SECTION 2: CONTRACT ADMINISTRATION**

1. The person in charge of administering this Contract on behalf of UConn Health (the “UConn Health Representative”) shall be the \_\_\_\_\_\_\_[Title]\_\_\_\_\_\_\_, or his/her successor in function or designee, whose name and contact information are as follows:

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGENCY: UConn Health

ADDRESS: 263 Farmington Avenue, MC-\_\_\_\_\_

Farmington, CT 06030

TELEPHONE: (860) 679-\_\_\_\_\_\_\_\_\_

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The person in charge of administering this Contract on behalf of Contractor (“Contractor Representative”) shall be \_\_\_\_\_\_\_[Title]\_\_\_\_\_\_\_, whose name and contact information are as follows:

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CELL PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 3: CONTRACT TERM**

* 1. This Contract will commence on the Effective Date, at which point Contractor shall begin the start-up process outlined in Exhibit A attached hereto. Contractor shall adhere to the timeline in Exhibit A throughout the start-up process. The date that Contractor begins providing the Nutrition Services is referred to as the “Services Start Date.” **NOTE: UConn Health expects the Services Start Date to be 1/1/2022.**
  2. This Contract shall continue for an initial term of five (5) years from the Services Start Date (“Initial Term”) with a potential extension, at UConn Health’s option, of an additional five (5) year period (“Renewal Term”). If UConn Health opts to exercise the extension option, the Renewal Term may be effectuated either by UConn Health’s written notice to Contractor or by an amendment to this Contract, at UConn Health’s sole discretion. The Initial Term and Renewal Term, if any, may be referred to collectively as the “Term.”
  3. As used in this Contract, the phrase “Contract Year” means each 12-month period during the Term, beginning on the Services Start Date for the first Contract Year, and the anniversary of the Services Start Date for each subsequent Contract Year.
  4. Upon expiration, termination, or cancellation of this Contract for any reason, Contractor shall perform the following “Transition Work” at no additional cost to UConn Health:
     1. Assemble and turn over to UConn Health or its designee in a non-proprietary format (such as ASCII or TXT) or other format agreed upon by the Parties, all information, documents and/or electronic data that has been prepared, developed, furnished or obtained under the terms of this Contract;
     2. Securely eliminate UConn Health electronic data from Contractor’s equipment;
     3. Remove Contractor’s equipment and any Unwanted Goods (as defined in Section 14) from UConn Health premises without disrupting UConn Health’s operations;
     4. Promptly submit its final invoice; and
     5. Take additional reasonable steps to ensure a smooth transition as directed by UConn Health, including, without limitation, attending meetings with UConn Health representatives and others, and other steps outlined in Exhibit B, Section I.

**SECTION 4: COMPENSATION; INVOICES AND PAYMENT TERMS**

* 1. UConn Health shall pay Contractor an amount not to exceed $\_[UConn Health will complete]\_ during the Initial Term of the Contract, in accordance with this Section and Exhibit D, attached hereto.
  2. Contractor shall submit its invoices on a monthly basis to the UConn Health Representative, or to a designee identified to Contractor in writing by the UConn Health Representative.
     1. Contractor’s invoices shall include: (a) the relevant UConn Health purchase order number for the goods/services being invoiced; (b) a description of the goods, services and time period the invoice is for; (c) an itemization of Contractor’s operating expenses and revenue for the period, in the format that is substantially similar to Exhibit I (attached hereto) or otherwise prescribed by UConn Health; (d) any back-up documentation required by UConn Health; and (e) such other information or documentation as UConn Health may reasonably require from time to time.
     2. Contractor’s invoices shall not include: (a) any fees or expenses other than the ones that UConn Health has agreed to pay pursuant to this Contract; and/or (b) taxes that are not applicable to UConn Health (i.e., UConn Health is exempt from paying Connecticut sales and use taxes (Conn. Gen. Stat. § 12-412) and from certain federal excise taxes).
  3. UConn Health shall audit Contractor’s invoices, and shall pay the approved amount within thirty (30) days of receipt.
     1. If UConn Health pays the approved amount within ten (10) days of receipt of Contractor’s invoice, the payment amount will be discounted by \_\_\_\_\_%.
     2. The terms of Conn. Gen. Stat. § 4a-71 (Prompt payment by state departments and agencies) shall apply if UConn Health fails to pay any undisputed amount within thirty (30) days of receipt of Contractor’s invoice.
     3. If UConn Health disputes all or part of Contractor’s invoice within thirty (30) days of receipt, Contractor shall not impose a late fee or other charge on the identified amount while the dispute is being resolved by the Parties. The Parties agree to work together in good faith to resolve any such disputes in a timely manner.
  4. Contractor shall maintain accurate records and accounts of all expenditures under this Contract as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept as required by this Contract and by law, and made available and furnished upon request to the UConn Health until three (3) years after the expiration, termination, or cancellation of this Contract.
  5. The compensation described in this Contract shall constitute full and complete payment for all costs and expenses incurred or assumed by Contractor in performing its responsibilities under this Contract. No other costs, expenses or overhead items shall be paid for or reimbursed by UConn Health.
  6. The Parties acknowledge and agree that the compensation set forth herein represents fair market value, has been negotiated in an arm’s-length transaction, and has not been determined in a manner that takes into account the volume or value of referrals or business that may otherwise be generated between the Parties.

**SECTION 5: SUSPENSION OR TERMINATION OF CONTRACT BY UCONN HEALTH**

1. UConn Health may, by providing Contractor with written notice, suspend, postpone, abandon, terminate, or reduce services under this Contract at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.
2. Upon receipt of written notification from UConn Health, Contractor shall cease to perform or reduce the services as of the date specified in UConn Health’s notification.

**SECTION 6: BREACH; CANCELLATION OF THE CONTRACT**

1. If either Party breaches this Contract in any material 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) business 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 UConn Health reasonably believes Contractor has breached this Contract, it may withhold payment in whole or in part pending resolution of the breach, provided that UConn Health notifies Contractor in writing prior to the date that the payment would have been due. Contractor agrees to promptly reimburse UConn Health for costs, losses or expenses associated with cover purchases made by UConn Health as the result of Contractor’s breach.
3. Nothing herein shall be deemed to waive UConn Health’s right to terminate the Contract pursuant to Section 5.

**SECTION 7: SETOFF**

In addition to all other remedies that UConn Health may have, UConn Health, in its sole discretion, may setoff (a) any costs or expenses that UConn Health incurs resulting from Contractor’s unexcused non-performance under the Contract and under any other agreement or arrangement that Contractor has with UConn Health and (b) any other amounts that are due or may become due from UConn Health to Contractor, against amounts otherwise due or that may become due to Contractor under the Contract, or under any other agreement or arrangement that Contractor has with UConn Health. UConn Health’s right of setoff shall not be deemed to be UConn Health’s exclusive remedy for Contractor’s breach of the Contract, all of which shall survive any setoffs by UConn Health.

**SECTION 8: REPRESENTATIONS AND WARRANTIES**

Contractor acknowledges that UConn Health has relied upon all of the representations contained its response to bid number 5-2805, and further represents and warrants to UConn Health that:

1. Contractor has duly authorized the execution and delivery of this Contract and the performance of the contemplated services.
2. Contractor will comply with all applicable state, federal and local laws in satisfying its obligations to UConn Health under and pursuant to this Contract.
3. The execution, delivery and performance of this Contract by Contractor will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (a) any provision of law; (b) any order of any court or any governmental entity; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
4. Contractor shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Contract other than in connection with the performance of those duties and responsibilities. Contractor shall ensure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.
5. Unless UConn Health designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by Contractor, or any subcontractor, in the scope of its/his/her work under this Contract shall be deemed to be the exclusive property of UConn Health and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.
6. Contractor shall not enter into or retain any business relationships or enterprise in which an employee of UConn Health holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of UConn Health.
7. Neither Contractor 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 federal or state law. Contractor shall disclose to UConn Health immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes it or its principals an “Ineligible Person” at any time during the Term of this Contract. An “Ineligible Person” is an individual or entity who: (a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or nonprocurement programs, or (b) 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.
8. Contractor is, and will continue to be throughout the Term of this Contract, properly licensed, equipped, organized and financed to do business in and with the State of Connecticut.
9. Contractor and its personnel are, and will continue to be throughout the Term of this Contract, fully experienced and properly qualified to provide the services.
10. Contractor’s participation in the bid process was not a conflict of interest or a breach of ethics under the State’s Codes of Ethics set forth in Chapter 10 of the Connecticut General Statutes.
11. Contractor’s bid response was not made in connection or concert with any other person or entity submitting a proposal for the same services, and was in all respects fair and without collusion or fraud.
12. Contractor has not paid or agreed to pay any entity or person to solicit or secure this Contract, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.
13. Contractor shall comply with the applicable provisions of the State of Connecticut’s Code of Ethics, including (without limitation) Connecticut General Statutes §§ 1-86e and 1-101nn.
14. To the best of Contractor’s knowledge, there are no claims involving Contractor that might reasonably be expected to materially adversely affect Contractor’s ability to perform fully under this Contract. During the Term of the Contract, Contractor will notify UConn Health in writing no later than ten (10) days after Contractor becomes aware of any such claims.
15. Contractor (a) has paid all applicable workers’ compensation second injury fund assessments concerning all previous work done in Connecticut, (b) owes no unemployment compensation contributions, and (c) it is not delinquent in the payment of any taxes owed.
16. Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations.
17. Contractor shall assign to the State of Connecticut 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.

**SECTION 9: REPORTS AND RECORDS**

1. Upon UConn Health’s request, Contractor will promptly report on the status of the services performed, including, but not limited to, problems, strategy, analysis, and the like. These reports shall be provided in writing or orally, as directed by the person requesting the status report.
2. Upon UConn Health’s request, Contractor shall provide UConn health with:
   * 1. a completed Service Organization Control (“SOC”) report in the format requested by UConn Health;
     2. copies of any licenses, registrations and/or certifications relevant to the services that Contractor is providing under this Contract; and
     3. all original documentation (or, in the sole discretion of the UConn Health Representative, copies thereof) related to Contractor’s performance of the services, for UConn Health’s permanent records. Contractor shall otherwise maintain all original documentation, or copies thereof, for a period of three (3) years after the expiration, termination, or cancellation of this Contract.
3. Additional reporting and record-keeping requirements are contained in Exhibit B, Section I.

**SECTION 10: INSURANCE AND BONDING**

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 UConn Health harmless from liability for any insurable event, act or omission:

* 1. Commercial General Liability: $10,000,000 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 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 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 performance of this Contract then automobile coverage is not required.
  3. Professional Liability: $1,000,000 limit of liability for Contractor’s dietitians, nutritionists and other professional staff.
  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. Fidelity Bond: Contractor shall maintain a fidelity bond or other surety to insure against any and all dishonest acts committed by its employees in the performance of Nutrition Services under this Contract.
  6. A following form (Excess Liability/Umbrella Policy) may be used to meet minimum limits.
  7. For each applicable insurance policy:
     1. Contractor shall name “The University of Connecticut Health Center, The University of Connecticut Health Center Finance Corporation, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions” as additional insureds, and shall identify Contract Number UCHCFC-5-2805, Dining and Nutrition Services Contract, or another easily-identifiable reference to Contractor’s relationship to UConn Health.
     2. The coverage shall contain no special limitations on the scope of protection afforded to UConn Health.
     3. Contractor shall assume any and all deductibles.
     4. Contractor’s insurer shall have no right of recovery or subrogation against UConn Health 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 UConn Health.
     6. Contractor or its insurer must send written notice to UConn Health at least thirty (30) days prior to any reduction, cancellation or non-renewal of coverage.
     7. “Claims Made” coverage is unacceptable, with the exception of Professional Liability coverage.
     8. Each policy shall be issued by an insurance company licensed to do business by the Connecticut Department of Insurance and having an AM Best Rating of A- VII, or equivalent.
  8. All applicable certificates of insurance, reflecting the above requirements, shall be provided to UConn Health prior to the Effective Date of this Contract, and during the Term upon UConn Health’s request.
  9. The cost of securing and maintaining this insurance shall be borne by Contractor, at no cost or expense to UConn Health.

**SECTION 11: INDEMNIFICATION**

1. Contractor shall indemnify, defend and hold harmless the State of Connecticut, UConn Health, and their successors and assigns, from and against all actions (pending or threatened and whether at law or in equity) in any forum, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney fees and other professional fees, resulting from (a) misconduct or negligent or wrongful acts (whether of commission or omission) of Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of Contractor while rendering professional services to UConn Health under this Contract, or (a) any breach or non-performance by Contractor of any representation, warranty, duty or obligation of Contractor under this Contract ((a) and (b), each and collectively, the “Acts”). Contractor shall use counsel acceptable to UConn Health in carrying out its obligations under this section. Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the proposal or any records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of this Contract. 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 Contractor is alleged or is found to have merely contributed in part to the acts giving rise to a claim or where UConn Health or the State is alleged or is found to have contributed to the acts giving rise to a claim. The rights provided in this section for the benefit of UConn Health shall encompass the recovery of reasonable attorneys’ and other professionals’ fees expended in pursuing a claim against a third party.
2. Contractor shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against Contractor arising out of the work performed under this Contract, or as a defense in any claim, unless specifically authorized to do so in writing by UConn Health.
3. This section shall survive the expiration, termination, or cancellation of the Contract and shall not be limited by reason of any insurance coverage.

**SECTION 12: CONTRACTOR CHANGES**

1. Contractor shall notify UConn Health in writing no later than ten (10) Calendar Days from the effective date of any material adverse change in its financial status, or any change in: (a) its certificate of incorporation or other organizational document; (b) more than a controlling interest in the ownership of Contractor; (c) or the individual(s) in charge of Contractor’s performance. Any such change shall not relieve Contractor of responsibility for the accuracy and completeness of its performance.
2. UConn Health, after receiving notice of any such change, may require: (a) Contractor’s execution of agreements, releases and other instruments evidencing, to UConn Health’s satisfaction, that any individuals retiring or otherwise separating from Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under this Contract; and/or (b) Contractor to provide a financial statement or similar documentation showing that Contractor remains financially solvent. Contractor shall deliver such documents to UConn Health in accordance with the terms of UConn Health’s written request.

**SECTION 13: REQUIRED PERSONNEL/OFFICE**

1. Except as otherwise specifically stated in this Contract, on or before the Services Start Date, Contractor shall have secured, and shall maintain during the Term of this Contract, all at its sole cost and expense: (a) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (b) such equipment as reasonably necessary or appropriate to fully perform the services to the satisfaction of UConn Health.
2. The personnel shall not be employees of or have any other direct contractual relationship with UConn Health.
3. All the services shall be performed by Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under applicable federal, state and local law to perform the applicable services.
4. Additional requirements regarding Contractor’s personnel are contained in Exhibit B, Section I.

**SECTION 14: UNWANTED GOODS**

Failure to promptly remove any goods or other Contractor supplies/equipment from UConn Health premises at the direction of UConn Health (collectively, “Unwanted Goods”) shall mean that Contractor: (a) has voluntarily abandoned and relinquished all title to such Unwanted Goods; (b) vests authority in UConn Health, without any further act required, to dispose of the Unwanted Goods; and (c) remises, releases and forever discharges UConn Health, the State of Connecticut, and their agents of and from any and all claims arising from the disposition of the Unwanted Goods in accordance herewith. Contractor shall promptly reimburse UConn Health for any costs incurred in connection with disposing of Unwanted Goods.

**SECTION 15: STATE OF CONNECTICUT REQUIRED TERMS; OTHER LEGAL REQUIREMENTS**

* 1. Governing Law. This Contract, its terms and conditions, and any claims arising therefrom shall be governed by Connecticut law, without regard to choice of law provisions.
  2. Sovereign Immunity; Claims against the State. Nothing in this Contract shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut or UConn Health. For avoidance of doubt, neither the State of Connecticut nor UConn Health shall be required to indemnify Contractor or any other person or entity in connection with this Contract. Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or UConn Health arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
  3. Venue. Without waiving or compromising the principles of sovereign immunity in any way, to the extent that any immunities provided by state or federal law do not bar an action against UConn Health or the State of Connecticut, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any permitted action against UConn Health or the State of Connecticut 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. Contractor waives any objection it may have to the laying of venue of any claims in any forum and irrevocably submits to such jurisdiction in any suit, action or proceeding.
  4. Nondiscrimination and Affirmative Action Provisions. UConn Health’s Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in Policy 2002-44, which can be reviewed at <http://health.uconn.edu/policies/>. UConn Health will not knowingly do business with any person or entity that discriminates against members of any class protected under federal law or under sections 4a-60 or 4a-60a of the Connecticut General Statues, and Contractor agrees that it will not discriminate in violation of federal or Connecticut law.
  5. Executive Orders. This Contract may be subject to the provisions of: Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of this Contract as if they had been fully set forth herein. At Contractor’s request, UConn Health shall provide Contractor with a copy of these Executive Orders.
  6. SEEC Campaign Contribution Restrictions. For all State of Connecticut contracts as defined in Conn. Gen. Stat. § 9-612(g), the authorized signatory to this Contract expressly acknowledges receipt of the Connecticut State Elections Enforcement Commission’s “Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations,” and will inform Contractor’s principals of the contents of the Notice, which is incorporated herein by reference and can be found at <https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf>.
  7. Whistleblowing. This Contract may be subject to the provisions of Conn. Gen. Stat. § 4-61dd, 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 a large state contractor takes or threatens to take any personnel action against any employee of said contractor in retaliation for such employee’s disclosure of information to any employee of UConn Health, the State of Connecticut Auditors of Public Accounts or the State of Connecticut 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 the contract. Each violation shall be a separate and distinct offense and, in the case of a continuing violation, each day’s continuance of the violation shall be deemed to be a separate and distinct offense. UConn Health 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 Contractor is a “large state contractor” as defined by Conn. Gen. Stat. § 4 61dd, Contractor shall post a notice of the statutory provisions relating to large state contractors in a conspicuous place which is readily available for viewing by Contractor’s employees.
  8. Summary of Ethics Laws. Pursuant to the requirements of Conn. Gen. Stat. § 1-101qq, the summary of State of Connecticut ethics laws developed by the Office of State Ethics pursuant to Conn. Gen. Stat. § 1-81b is incorporated by reference into and made a part of these terms and conditions as if the summary was fully set forth herein.
  9. Tangible Personal Property. If this Contract involves Contractor’s provision of tangible personal property, Contractor shall comply with the provisions of Conn. Gen. Stat. § 12-411b.
  10. Use of Motor Vehicles. If in its performance of this Contract, Contractor uses or operates “motor vehicles” (as that term is defined by Conn. Gen. Stat. § 14-1), Contractor shall: be the owner of record or lessee of record of each such motor vehicle; ensure that each such motor vehicle is duly registered in accordance with the laws of the State of Connecticut or another state or commonwealth of the United States, and that the registrations are valid, and not expired, suspended or revoked; ensure that each such motor vehicle is fully insured in accordance Connecticut law, in at least the amounts required by law and this Contract; ensure that each individual who uses or operates a motor vehicle in the performance of this Contract has a motor vehicle operator’s license or commercial driver’s license of the appropriate class with any legally-required endorsements, and that the license is valid, and not expired, suspended or revoked by the issuing jurisdiction; ensure that each such motor vehicle is in full compliance with the laws and regulations of the State of Connecticut or 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; not permit an operator who has been declared out of service to operate a motor vehicle; and not allow the use or operation of any motor vehicle that has been declared out of service.
  11. Anti-Kickback and Stark Laws. The Parties specifically intend to comply with all applicable laws, rules and regulations, including (a) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and related safe harbor regulations; and (b) 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.
  12. Federal False Claims Act (“FCA”). The 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 UConn Health to any government payer 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.)
  13. Americans with Disabilities Act (“ADA”). Throughout the Term of this Contract, Contractor shall remain in compliance with all applicable provisions of the ADA, 42 U.S.C. §§ 12101, et seq.

**SECTION 16: CONFIDENTIALITY**

* 1. Definitions. For the purposes of this Contract, the following definitions shall apply:
     1. “Confidential Information” includes 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 and residential address, 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 UConn Health classifies as “confidential” or “restricted,” including, without limitation, any reports, information, data, or other materials in whatever form prepared or assembled by Contractor for UConn Health pursuant to this Contract. 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.
     2. “Confidential Information Breach” refers to an instance where an unauthorized person or entity accesses Confidential Information in any manner, including, but not limited to, the following situations: (a) Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (b) a third party has access to or has taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from UConn Health; (b) encrypted or protected Confidential Information has been acquired along with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) the acquisition of Confidential Information poses a substantial risk of identity theft or fraud.
  2. Contractor’s Responsibilities Regarding Confidentiality
     1. Contractor, at its own expense, has a duty to and shall protect any and all Confidential Information which it comes to possess or control pursuant to this Contract, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices. In performing services pursuant to this Contract, Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to, HIPAA, HITECH, the Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act (“FERPA”) in the protection of all personally identifiable or protected information and non-directory student or patient data. Contractor shall not disclose Confidential Information to any third parties except as required by law.
     2. Contractor and shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information and prevention of identity theft that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state laws and UConn Health policies. 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 and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
        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 and storage media or that is being transmitted electronically.
     3. Contractor shall notify UConn Health as soon as practical, but no later than the next business day, after it becomes aware of or suspects that any Confidential Information in Contractor’s possession or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of UConn Health, constitutes a breach of security as defined in Connecticut General Statutes § 36a-701b, or otherwise, Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to UConn Health for review and approval. Such credit monitoring and protection plan shall be made available by Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include (without limitation) reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a, and shall cover a period of time commensurate with the circumstances of the Confidential Information Breach. Contractor’s costs and expenses for the credit monitoring and protection plan shall not be recoverable from UConn Health, the State of Connecticut, nor any affected individuals.
     4. Contractor shall report any “Red Flags” (as defined by Federal Trade Commission regulations) regarding identity theft to UConn Health promptly upon discovery.
     5. Contractor’s responsibilities under this Section are in addition to, and do not supersede, the requirements of HIPAA, HITECH, and/or the Parties’ Business Associate Agreement, which is attached as Exhibit J and incorporated by this reference.
  3. UConn Health’s Responsibilities Regarding Confidentiality
     1. UConn Health complies with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended and the Health Information Technology for Economic and Clinical Health Act (“HITECH”). UConn Health’s policies regarding HIPAA are located at http://health.uconn.edu/policies/.
     2. UConn Health will afford due regard to Contractor’s request for the protection of proprietary or confidential data that UConn Health receives from Contractor; however, all materials associated with the bid and this Contract are subject to the Connecticut Freedom of Information Act (“FOIA”). If Contractor indicates that certain documents are submitted in confidence, by specifically and clearly marking them as “CONFIDENTIAL,” UConn Health will endeavor to keep said data confidential to the extent permitted by law. However, UConn Health 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. 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 UConn Health have any liability for the disclosure of any documents or data in UConn Health’s possession which UConn Health believes is required to be disclosed pursuant to FOIA or other requirements of law. To the extent that any other provision of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply.
  4. Treatment of this Contract. This Contract is disclosable under FOIA and will not be treated as the proprietary or confidential information of either Party.

**SECTION 17: MISCELLANEOUS**

* 1. Time is of the essence in Contractor’s performance of its responsibilities under this Contract.
  2. Contractor shall comply with all UConn Health policies and procedures applicable to Contractor and its employees, and shall bear any costs related to such compliance.
  3. Contractor shall not make or authorize any news release, advertisement, or other disclosure that uses UConn Health’s name or logo without UConn Health’s prior written consent.
  4. Contractor shall continue to perform its obligations under this Contract while any dispute concerning this Contract is being resolved.
  5. The relationship between UConn Health and Contractor is that of independent contractors. Nothing contained in this Contract is intended to create or shall be construed to create an agency, partnership, employer/employee or joint venture relationship between the Parties. Each Party shall remain solely liable for its own debts, obligations or liabilities without, however, in any way modifying the obligations each Party has assumed herein.
  6. The Parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Contract.
  7. This Contract may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
  8. This Contract, including the exhibits and attachments referenced herein, constitutes the entire agreement of the Parties with regard to the subject matter hereof and supersedes any and all agreements reached by the Parties prior to the execution of this Contract, whether oral or written. No alteration, modification or interpretation of this Contract shall be binding unless it is in writing and duly executed by authorized representatives of the Parties.
  9. 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.
  10. This Contract shall not be assigned by either Party without the express written consent of the other.
  11. If any term or provision of this Contract or its application is held to be invalid or unenforceable, the remainder of this Contract shall be valid and enforced to the fullest extent possible by law.
  12. The Parties 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 the language of the Contract will not be construed against one Party in favor of the other.
  13. This Contract contains numerous references to statutes, regulations, codes or executive orders. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes, regulations, codes and executive orders, as amended, shall govern over the content of the reference in this Contract to those statutes and regulations. Notwithstanding the lack of a formal amendment to this Contract, interpretation of such statutes, regulations, codes and executive orders shall be based on their most current wording and requirements.
  14. The titles and captions in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the scope or content of any of its provisions.
  15. References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.
  16. Unless a provision in this Contract expressly states otherwise, the term “UConn Health” shall mean The University of Connecticut Health Center Finance Corporation, the University of Connecticut Health Center, and their component entities and affiliates.
  17. Where this Contract provides that a decision, determination or act shall be at the direction of, to the satisfaction of, or by UConn Health, or contains similar language, such decision, determination, act or discretion, as with all other acts and conduct of both Parties in connection with this Contract, shall be exercised reasonably and in good faith.
  18. When this Contract provides for written approval by UConn Health, unless otherwise specified, an exchange of emails will satisfy this requirement. Actions required to be taken by the UConn Health Representative may be taken by his/her designee.
  19. The waiver of a term or condition by UConn Health shall not: (a) entitle Contractor to any future waivers of the same or different terms or conditions; (b) impose any duties, obligations or responsibilities on UConn Health, not already in the Contract, as amended, modified or superseded; or (c) subject UConn Health to any claims.
  20. If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, act of God, riot, strike, epidemic, earthquake, or any other cause or event, similar or dissimilar, beyond the control of Contractor or UConn Health, then each Party’s obligations to the other under this Contract shall be excused and neither Party shall have any liability to the other under or in connection with this Contract.
  21. The rights and obligations of the Parties which by their nature survive the expiration, termination, cancellation, or completion of this Contract, including, but not limited to, those relating to indemnification, hold harmless, audit, and confidentiality, shall remain in full force and effect.

**SECTION 18: NOTICES**

Any notice required or permitted to be given under this Contract shall be deemed to be given when hand delivered, or one (1) business day after pickup by Federal Express, UPS or similar overnight express service, or three (3) business days after deposit in the U.S. mail, when addressed to the Parties below or at such other addresses as the Parties may designate in writing from time to time in accordance with this section:

If to UConn Health: To the attention of the UConn Health Representative as set forth in Section 2.

With a mandatory copy to: UConn Health

ATTN: Contracts Department, MC-4036

263 Farmington Avenue

Farmington, CT 06030-4036

If to Contractor: NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any telephone or facsimile numbers or email addresses are for informational purposes only. Effective notice will be deemed given only as set forth above.

**SECTION 19: LIST OF EXHIBITS**

1. START-UP TIMELINE
2. PARTY RESPONSIBILITIES
3. ANNUAL BUDGET
4. COMPENSATION
5. RETAIL AREAS & HOURS OF SERVICE
6. VENDING MACHINES
7. CAPITAL EQUIPMENT
8. HIGH VOLUME RETAIL FOOD PRICING
9. SAMPLE OPERATING STATEMENT
10. BUSINESS ASSOCIATE AGREEMENT

**[Signature page follows.]**

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Contract as of the dates written below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **UNIVERSITY OF CONNECTICUT HEALTH CENTER FINANCE CORPORATION:** | |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:** | |
| Signature: |  |  | Signature: |  |
| Printed Name: |  |  | Printed Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |

**EXHIBIT A**

**START-UP TIMELINE**

**[To be inserted]**

**NOTE: UConn Health expects that the Services Start Date (as defined in Section 3 of the Contract) will be January 1, 2022.**

**EXHIBIT B**

**PARTY RESPONSIBILITIES**

**NOTE: The responsibilities listed here reflect UConn Health’s general expectations. Some details of this Exhibit will be completed after UConn Health reviews Contractor’s bid response.**

**I. CONTRACTOR’S RESPONSIBILITIES**

Contractor shall provide the Nutrition Services, including patient feeding and nutrition, food carts, floor stock, retail/cafeteria services, vending, catering and special function services described in this Contract. In addition to the Contractor’s responsibilities set forth in other parts of this Contract, the Contractor shall fulfill the responsibilities set forth in this Exhibit B.

1. **General Requirements.** In all settings, Contractor shall:
   1. Prepare and serve wholesome, appealing, and appetizing food and beverages that meet UConn Health’s standards and comply with all applicable health laws and regulations.
   2. Obtain and maintain all federal, state, and local licenses, certifications and permits that are required for it to lawfully render the Nutrition Services to UConn Health.
   3. Develop menus, menu cycles, and price lists, and submit them to UConn Health for approval.
   4. Offer a variety of options to provide healthy choices and accommodate dietary restrictions and preferences, including (without limitation) low sodium, low fat, low calorie, gluten free, vegetarian/vegan, kosher and organic.
   5. Either display publicly or provide access to nutritional information and ingredients for all food options.
   6. Provide services in a competent, efficient, courteous and professional manner, consistent with the highest food service industry standards and in compliance with UConn Health policies and procedures and all applicable federal, state, and local laws and regulations, including those promulgated by any alcohol control board, the Occupational Health and Safety Administration, the National Labor Relations Board, and the Equal Employment Opportunity Commission.
   7. Prominently display all rules, regulations, laws, licenses and/or permits that are legally required to be posted in the locations where the Nutrition Services are carried out.
   8. Inform UConn Health of new and innovative practices related to the types of services provided under this Contract, and implement such practices at UConn Health upon UConn Health’s request.
   9. Implement best practices for the production and supply of healthy foods and beverages, such as: regularly emphasizing and sharing the goals of the healthy food program with Contractor’s staff, emphasizing the benefits of a healthier diet; instilling pride in the production of better tasting healthier foods, enhancing staff productivity and retention; conducting taste tests with frontline staff so they buy in to healthier options and will then market them to consumers; developing recipes that balance the cost of ingredients, but overall provide a healthy, delicious alternative; absorbing losses associated with more expensive, healthier foods by offsetting higher costs with increases in the price of other popular dishes on the cafeteria’s larger menu; serving smaller portions of those foods that are more expensive to make; working with suppliers to negotiate prices and secure reasonably priced ingredients for healthy foods; when managing multiple sites or facilities, using POS systems to determine top-sellers and simplify inventory management; identifying and working with small, local vendors to achieve healthy food goals; setting up healthy stations to ensure portion control and distinguish healthy food choices; and adopting behavioral design strategies to encourage healthy food selection and sales.
   10. Avoid undue interference with UConn Health’s operations in the locations where the Nutrition Services are carried out.
2. **Patient Food and Nutrition.** Contractor shall provide Nutrition Services to UConn Health patients as more specifically set forth in this Contract and/or directed by UConn Health, including (without limitation) inpatients, patients in the observation and emergency department units, and outpatients.
   1. In carrying out all services involving UConn Health patients, Contractor shall:
      1. Meet or exceed all nutritional requirements specified in the most up-to-date edition of the Nutrition Care Manual (formerly the Manual of Clinical Dietetics) published by the Academy of Nutrition and Dietetics, and all requirements of this Contract.
      2. Perform all of its patient nutrition services accurately and in a professional, efficient, timely and courteous manner based on each patient’s needs, dietary restrictions and any relevant physician orders.
      3. Provide services in a manner that meets all applicable standards of The Joint Commission and all other governmental or accrediting bodies that oversee UConn Health’s operations.
      4. Utilize UConn Health’s electronic medical record system(s) (including Epic) to retrieve and input patient information.
      5. Immediately report to UConn Health any adverse patient event related to the Nutrition Services. Contractor shall work cooperatively with UConn Health on a root cause analysis to determine the cause of any such event and to minimize the possibility of recurrence.
      6. Provide the Nutrition Services in a manner that conforms to the quality metrics set by UConn Health.
   2. Inpatient Services; Room Service Meals
      1. Unless otherwise agreed in writing, Contractor shall offer food service to inpatients between the hours of:

6:30 a.m. and 6:30 p.m. local time 7 days per week, 365 days per year; and

8:00 p.m. and 4:00 a.m. Monday through Friday.

* + 1. Contractor shall prepare and deliver directly to all inpatients three (3) meals or other nourishment services each day, in accordance with the patient’s clinical care plan.
    2. Contractor shall provide a menu of meal options to patients, including healthy choices and accommodations for dietary restrictions and preferences, including (without limitation) low sodium, low fat, low calorie, gluten free, vegetarian/vegan, kosher and organic. Contractor shall ensure that menu items offered to each patient are consistent with that patient’s approved nutritional plan.
    3. Contractor shall take each patient’s meal order and fulfill the orders using its own personnel.
    4. Menu requests by any patient at nutritional risk will be managed with the assistance of Contractor’s clinical dietitian.
    5. If a patient does not initiate a meal order him/herself, Contractor’s staff will contact that patient to find out if he/she wants a meal.
    6. Contractor shall retrieve all trays from patient rooms and return them to the kitchen, including trays delivered at both regular and irregular times.
    7. Contractor shall receive and comply with UConn Health-approved physician orders to deliver enteral feedings to inpatients.
    8. Contractor shall ensure that all patient calorie counts performed are conducted accurately and timely in accordance with UConn Health policies.
    9. Contractor shall provide patient meals at a rate of at least ninety-nine percent (99%) accuracy.
  1. Floor Stock and Nourishments. Contractor shall accept floor stock and nourishment requests from each clinical unit and supply and deliver the orders to the appropriate food pantry location for each unit. Floor stock and nourishments shall be charged to UConn Health at the same rates used for other patient food. Contractor shall not charge retail prices for floor stock and nourishments.
  2. Nutrition Screenings and Malnutrition Coding Program. Contractor shall:
     1. Provide UConn Health with qualified dietitians to perform nutrition services.
     2. Provide industry-approved nutrition screening and assessment tools for use with UConn Health patients.
     3. Supervise and ensure the accuracy of all nutrition screenings and assessments, regardless of whether they are conducted by UConn Health or Contractor staff.
     4. Perform nutrition assessments on patients upon hospital admission and thereafter, in accordance with criteria and timelines set by UConn Health.
     5. Explain dietary recommendations and restrictions to patients and provide patients with education about nutrition, including the risks and benefits of particular eating habits.
     6. Ensure the accuracy of all documentation of nutrition screenings, assessments, consults, and instructions.
     7. With respect to malnutrition coding, Contractor shall: (a) provide an on-site Clinical Nutrition Manager who will be responsible for implementing and managing the tools, systems and procedures related to malnutrition coding, and training UConn Health staff on the malnutrition coding tools, systems and procedures; (b) provide marketing materials and assistance aimed at increasing awareness of the malnutrition coding procedures; (c) conduct semi-annual audits to evaluate malnutrition coding program results, including clinical outcomes and reimbursement.
     8. Complete periodic internal audits to confirm procedural compliance with nutrition screening and malnutrition coding.
     9. Provide UConn Health with all information and documentation required for billing purposes.

1. **Retail, Vending and Catering.** Contractor shall provide and manage food services at the locations and during the hours listed on Exhibit E (Retail) and Exhibit F (Vending), and shall offer catering as described herein. The prices of all food, beverages and other items sold by Contractor shall be accurately and clearly displayed. Contractor shall provide a credit to UConn Health on its monthly invoices for any and all revenue and commissions generated by Retail, Vending and Catering Services during the period covered by the invoice.
   1. Retail Services. “Retail Services” is defined as the operation of a location where food, beverages and/or gifts are sold to UConn Health employees, students, visitors, and the general public.
      1. Exhibit E lists the Retail Services locations as of the Effective Date of this Contract.
      2. At UConn Health’s sole discretion, any Retail Services location may be added to or removed from this Contract. If a Retail Service location will be added, the Parties will agree to the specific terms of the arrangement by written amendment to this Contract. UConn Health reserves the right to award the operation of any new Retail Services locations to a third party other than Contractor during the Term of this Contract.
      3. Contractor shall allow various payment methods at its Retail Services locations, including, but not limited to, cash, credit, debit, and other customer-friendly payment options.
   2. Vending Services. “Vending Services” is defined as the operation of automatic vending machines to sell food, beverages, snacks, and any other products authorized by UConn Health (“Vending Machine Products”) at locations designated by UConn Health.
      1. Exhibit F lists the Vending Services locations as of the Effective Date of this Contract. Upon mutual written agreement of the Parties, Contractor shall provide Vending Services at additional UConn Health locations.
      2. Contractor shall provide vending machines that are capable of accepting payment via cash, debit card, credit card and other customer-friendly payment technologies in accordance with UConn Health Information Technology security and performance requirements.
      3. Contractor shall provide UConn Health with all commissions generated by sales of Vending Machine Products.
   3. Catering Services. “Catering Services” is defined as food and beverage preparation and delivery, and may also include serving services. Contractor shall offer Catering Services to UConn Health; however, Contractor is not the exclusive provider of Catering Services to UConn Health. UConn Health has the right to purchase food from third parties and to have catering performed by third parties throughout the Term of this Contract.
      1. Contractor shall accept Catering Services requests from individuals who have been authorized by UConn Health to place a catering order on behalf of their department.
      2. Contractor shall implement a process to confirm that catering requests are authorized, and to allocate costs related to each UConn Health department’s catering requests to that department.
      3. Contractor shall provide UConn Health with a monthly report listing all catered events during the previous month, which department requested the Catering Services, the name of the authorized individual making the request, where the event took place, and the total cost charged to the requesting department.
      4. Contractor shall, at its own expense, obtain and maintain a liquor license. Contractor shall indemnify and hold harmless UConn Health and the State of Connecticut from any liability resulting from the serving of alcoholic beverages by Contractor.
2. **Additional Services and Requirements**
   1. Emergency Food Services. Contractor shall provide emergency mass feedings when required and directed by UConn Health. The cost of any such emergency mass feedings shall be invoiced to UConn Health at the completion of the event. Contractor shall maintain an Emergency/Disaster Recovery Plan as directed by UConn Health.
   2. Nutritional Programs. As requested by UConn Health, Contractor shall develop, run, implement, and/or participate in nutritional educational programs and provide nutritional counseling services. Contractor shall create and supply all nutritional education materials.
   3. Sustainability Initiatives. As requested by UConn Health, Contractor shall support sustainable practices, including (without limitation): purchasing milk/dairy products, fruit/vegetables, meat/poultry, grains, water, and other items from local Connecticut farms and food producers; eliminating single use non-recyclable plates, utensils, and food containers; implementation of a compost program for food waste; and reduction of food waste by managing production quantities and other measures.
   4. Marketing. Contractor shall assist with collaborative marketing efforts in support of UConn Health programs, including, but not limited, to healthy eating/nutrition, sustainability, and branding.
   5. Lost and Found. Contractor shall give any “lost and found” items to the individual or department designated by the UConn Health Representative.
   6. UConn Health Space/Equipment. Any space or equipment made available to Contractor by UConn Health shall be used by Contractor only to carry out the Nutrition Services on behalf of UConn Health. Contractor shall use reasonable care in utilizing UConn Health space and equipment and, upon proper notice, yield up such space and equipment in as good condition as when received, ordinary wear and tear excepted.
   7. Cost Comparisons and Containment. Contractor shall participate with UConn Health in cost/price comparisons and work with UConn Health to reduce or contain costs without sacrificing quality. UConn Health shall be permitted, but not required, to procure any goods or services that Contractor utilizes to provide the Nutrition Services, if UConn Health can obtain the same quality goods or services at a lower cost.
   8. Meetings. Contractor shall schedule and/or participate in meetings, reviews and performance evaluations with the UConn Health Representative and/or other UConn Health employees or designees as directed by UConn Health.
3. **Personnel**
   1. Contractor shall provide an adequate number of qualified and competent employees to carry out the Nutrition Services.
   2. Contractor shall promptly and satisfactorily resolve all issues raised by patients and customers, subject to UConn Health’s requirements, policies, and procedures.
   3. Contractor’s employees shall report to and take direction from Contractor. Contractor is solely responsible for paying any and all compensation and benefits for its employees, including (without limitation) wages earned, workers’ compensation insurance, and other charges or insurance levied or required by any federal, state, or local statute in connection with their employment.
   4. Contractor’s trainees may train at UConn Health’s premises with UConn Health’s prior agreement, but in no event shall Contractor charge UConn Health for any costs or expenses associated with Contractor’s trainees. No trainee may be considered a substitute for a Contractor employee. Contractor shall ensure that all trainees located on UConn Health’s premises or performing any services pursuant to this Contract comply with the same obligations and assume the same responsibilities imposed on Contractor and its employees by this Contract.
   5. Management Staff Qualifications. Throughout the Term of this Contract, Contractor’s management staff shall meet or exceed the following qualifications:

**NOTE: The management titles in this section will be completed based on Contractor’s list of management positions.**

* + 1. Director – The Director assigned to UConn Health must have a minimum of ten (10) years of food and nutrition management service experience, including five (5) years’ experience at a Director level or above in an acute-care facility. Experience in a university health system and a B.S. Degree in Food Service Management, Nutrition, Dietetics, or related field, or certification as a Registered Dietitian, is preferred. Contractor shall not remove the Director from UConn Health’s facility for a minimum of three (3) years except at UConn Health’s request or with prior written approval of UConn Health. ServSafe certification is required for this position.
    2. Manager(s) – Each Manager assigned to UConn Health must be a graduate of a B.S. Degree Program in Food Service Management, Nutrition, Dietetics, or related field, or be certified as a Registered Dietitian. At least five (5) years’ experience in food and nutrition services is preferred. ServSafe certification is required for this position.
    3. Supervisor(s) – Each Supervisor assigned to UConn Health must have a minimum of a two (2) year degree in a field related to their responsibilities, and must have successfully completed at least a 90-hour food-handling certification, or basic certification in a related field or equivalent education and experience. ServSafe certification is required for this position.
    4. Registered Dietitian(s) – Contractor shall be responsible for registration fees and participation of its registered dietitians in appropriate continuing professional education and/or association meetings. ServSafe certification is required for this position.
  1. Key Positions. UConn Health may designate certain Contractor employee roles as “Key Positions.” UConn Health shall have approval rights over the individuals who Contractor selects to fill the Key Positions.
  2. Hiring, Termination, and Supervision
     1. Contractor shall, based on Contractor’s employment policies and standards of conduct, interview, hire, and discipline its employees. UConn Health shall have the right to interview and either approve or reject all candidates for Key Positions (as identified by UConn Health).
     2. Contractor shall honor all requests from UConn Health to remove any Contractor employee from UConn Health, if such request does not violate any applicable employment laws. If UConn Health makes such a request, Contractor shall immediately remove the identified employee and furnish a qualified, temporary replacement acceptable to UConn Health within fourteen (14) days of the removal and a permanent replacement acceptable to UConn Health within a reasonable period.
     3. Contractor shall not terminate or reassign the individuals employed in the Key Positions without UConn Health’s prior, written approval. If the individuals employed in these positions otherwise leave the employment of Contractor, Contractor shall notify UConn Health of such departure as soon as it has notice of such. UConn Health shall have the right to pre-approve replacements selected for these positions.
  3. Training. Contractor shall provide all of its employees providing services to UConn Health with adequate training to competently provide the Nutrition Services. UConn Health may also require Contractor to retrain any Contractor employees. All training shall meet all requirements of the Occupational Safety and Health Administration, Environmental Protection Agency, The Joint Commission, and federal, state, and local laws and regulations, as well as UConn Health policies, procedures and safety requirements. At a minimum, the training shall cover: food and nutrition management services; hospitality service; human resources (including sexual harassment issues); food preparation and service, including food safety and temperature, cross-contamination, sanitation, maintenance, and cleaning; hygiene; energy conservation; and proper use and disposal of hazardous chemicals and toxic products. Contractor shall provide and maintain all necessary training manuals, materials and equipment, daily work and project schedules, and standard operating procedures used to train Contractor Employees. Documentation of completed training shall be provided to UConn Health.
  4. Temporary Removal of Employees. Contractor shall not remove or reassign an employee for training or other purposes for more than ten (10) days per calendar year (exclusive of benefit time), without the prior written approval of UConn Health.
  5. Postings. Contractor shall post on UConn Health’s premises in conspicuous places available to all of its employees, as well as applicants for employment, all notices required by federal and state law, notices setting forth Contractor’s and UConn Health’s nondiscrimination policies, and all permits, licenses, and other postings as required by applicable law or regulation.
  6. Union Matters. Contractor shall not be regarded as a party to any UConn Health collective bargaining agreement that UConn Health may have during the Contract Term, except as otherwise provided by law. Contractor shall immediately disclose to UConn Health any collective bargaining issues or requirements that may impact any aspect of Contractor’s provision of the Nutrition Services.
  7. Personnel Requirements. Contractor shall:
     1. Ensure that its employees comply with all UConn Health policies and procedures, including (without limitation) those regarding code of conduct, infection control, blood borne pathogens, tuberculosis, substance abuse prevention, and any requirements enacted by UConn Health in response to emergencies or threats to public health.
     2. Ensure that its employees present a positive, pleasant, and courteous attitude when providing services at UConn Health and continually work toward complete customer satisfaction, as measured by UConn Health.
     3. Comply with the UConn Health Police/Public Safety background check and badging requirements applicable to its employees. Contractor shall be responsible for all fees associated with background checks and badging.
     4. Cause all of its employees to submit to periodic health examinations as required by law, regulation or UConn Health policy, and submit satisfactory evidence of compliance with such health requirements to UConn Health upon request.
     5. Notify UConn Health immediately if any Contractor employee has any infectious disease or other health problem that could jeopardize the health or safety of any patient, employee, student or other visitor of UConn Health.
     6. Ensure that all of its employees prominently wear their identification badges at all times during their work hours.
     7. Ensure that all of its employees wear clean and appropriate clothing, including uniforms and work shoes (if required), at all times during their work hours.
     8. Ensure that its employees participate in all required UConn Health orientation, training and safety classes.
     9. Allow its employees to participate in training and educational seminars conducted by or on behalf of UConn Health employees, as requested by UConn Health.
     10. Provide its employees with equal employment opportunities without discrimination in accordance with federal and Connecticut law.
     11. Be responsible for paying all applicable social security and FICA taxes for its employees.
     12. Prohibit its employees from engaging in any of the following activities while they are present on UConn Health premises:
         1. Smoking;
         2. Use or possession of drugs or alcohol;
         3. Possession of firearms or illegal weapons, including within vehicles, regardless of vehicle ownership;
         4. Engaging in loud or vulgar behavior, or using profanity;
         5. Harassing or intimidating anyone;
         6. Violating any applicable traffic or public safety regulations;
         7. Engaging in the unauthorized use of UConn Health equipment or property;
         8. Stealing or otherwise removing UConn Health equipment or property from UConn Health premises without permission;
         9. Interfering with the work of other UConn Health contractors or employees; or
         10. Engaging in conduct or behavior that endangers the health, safety and welfare of any member of the public or the UConn Health community.
  8. Supervision of UConn Health Employees. In the event that UConn Health employs individuals who provide food and nutrition services, Contractor may be required to supervise such UConn Health employees on UConn Health’s behalf. Contractor’s supervision of any UConn Health employees shall be carried out in accordance with UConn Health human resources policies and in coordination with a senior level UConn Health employee.

1. **Equipment, Tools, Supplies, and Food Inventory**
   1. Equipment, Tools and Supplies. Contractor shall identify the equipment, tools, and supplies needed to perform the Nutrition Services. Contractor shall maintain normal and reasonable inventories of utensils, cups, bowls, plates, napkins and other paper goods, cleaning supplies, and small equipment. Contractor shall procure on UConn Health’s behalf only the categories of small equipment, tools, and supplies approved by UConn Health in writing. If Contractor wishes to purchase any individual item that qualifies as capital equipment (as defined by UConn Health), Contractor shall first provide quotes for the proposed item to, and obtain written pre-authorization from, the UConn Health Representative or his/her designee on a case-by-case basis. Unless otherwise agreed by the Parties in writing, all equipment, tools, and supplies shall be the sole property of UConn Health and shall be titled in its name and Contractor shall at no time have any title, lien, or other interest therein. Contractor shall use reasonable care when using or storing UConn Health’s property.
   2. Procurement and Maintenance of Food Inventory and Supplies
      1. Contractor shall define how food and supplies are prudently purchased through the establishment of a purchasing manual that includes Contractor’s sourcing/bidding practices. Such purchasing manual is at all times subject to UConn Health’s review and approval, which will not be unreasonably withheld.
      2. Contractor shall purchase, receive, unload, inspect, stock, and maintain all food inventory and supplies needed to perform the Nutrition Services. Contractor shall be responsible for determining the sources and types of food and supplies purchased, but shall in all cases obtain food and supplies from reputable suppliers. UConn Health reserves the right to require Contractor to (a) purchase any item or category of food or supplies from a particular supplier selected by UConn Health, and/or (b) stop using a particular supplier for some or all food or supply purchases. Contractor shall procure all food and supplies pursuant to federal and state specifications, as well as all USDA standards and UConn Health requirements.
      3. Contractor shall require each supplier to invoice Contractor directly for all food and supplies ordered by Contractor, and shall be solely responsible for payment to its suppliers. UConn Health shall not have any responsibility for Contractor’s delay in payment or non-payment to its distributors or suppliers for food and supplies purchased on behalf of UConn Health.
      4. All food and supplies procured by Contractor in connection with the Nutrition Services shall be the sole property of UConn Health, and Contractor shall at no time have any title, lien, or other interest therein.
      5. Contractor shall resolve all disputes with food suppliers so as to hold UConn Health and the State of Connecticut harmless.
      6. Any mark-up that UConn Health authorizes Contractor to apply to the actual cost of food and supplies purchased on behalf of UConn Health shall be fixed for the Term of the Contract.
   3. ProductCompliance.With respect to the products and equipment that Contractor provides pursuant to this Contract, Contractor represents and warrants that:
      1. Contractor is in compliance with all applicable requirements of Title 21 of the Code of Federal Regulations (Food and Drugs).
      2. Such products and equipment are registered, if required, and will not be distributed, sold or priced by Contractor in violation of any law or regulation applicable to Contractor or UConn Health.
      3. As of the date of delivery to UConn Health, no products will be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and will not violate or cause a violation of any applicable law, ordinance, rule, regulation, or order.
      4. Such products and equipment shall be free from defects in material workmanship and design.
      5. Such products and equipment shall be safe for their intended use and will conform to any specifications contained in this Contract. If any products or equipment is defective and a claim is made by UConn Health on account of such defect, Contractor shall, at the option of UConn Health, either replace the defective products or equipment, or credit UConn Health. Contractor shall bear all costs of returning, replacing or repairing the defective products or equipment.

These warranties shall survive any inspection, delivery, acceptance, or payment by UConn Health. Contractor shall indemnify and hold UConn Health and the State of Connecticut harmless from and against any claims or lawsuits arising out of allegedly defective products or equipment provided or made available to UConn Health by Contractor.

* 1. Material Safety Data Sheets. Contractor shall maintain material safety data sheets for all products containing any toxic material that may be harmful to the end user and shall make these data sheets available to all of its employees and other individuals who may come into contact with such products.
  2. Computer Hardware and Software. Contractor shall provide, install, operate, and maintain the computer hardware equipment and software (including licenses) that it needs in order to carry out its responsibilities under this Contract. During the Term of the Contract, the computer equipment and software shall remain the property of Contractor, and Contractor shall be solely responsible for the costs associated with the repair and maintenance of such hardware and software. At the end of the Contract Term, the equipment and any transferrable software licenses shall become the property of UConn Health.
  3. Maintenance. Contractor shall inspect all equipment to identify necessary repairs and maintenance. To the extent that Contractor provides maintenance and repair services, such services shall comply with all UConn Health policies and procedures. Upon expiration, termination, or cancellation of the Contract, Contractor shall ensure that all UConn Health-owned equipment is in good condition, ordinary wear and tear excepted.
  4. Security/Removal of UConn Health Property. Contractor shall secure all property of UConn Health in a commercially reasonable manner and as directed by UConn Health. Contractor shall neither loan nor remove any property owned by UConn Health from UConn Health premises, except with UConn Health’s prior written approval. Contractor shall take all measures to assure that all such property is secure from theft and damage. Contractor shall repair or replace, to UConn Health’s satisfaction, any such property that is stolen, damaged, removed, or lost because of Contractor’s actions or inactions.

1. **Facilities.** Contractor shall have the use of certain UConn Health facilities, including space for the Retail and Vending Services locations, kitchen(s), cafeteria(s), food court(s), and food service and dining areas, to enable it to carry out the Nutrition Services.
   1. Maintenance/Housekeeping/Repairs. Contractor shall keep the facilities it uses for the provision of Nutrition Services clean, safe, and attractive, and shall comply with all UConn Health policies and procedures regarding maintenance, repair, cleaning and sanitization. If Contractor or its agents damage any UConn Health facilities, Contractor shall repair the damage to UConn Health’s satisfaction. Upon expiration, termination, or cancellation of the Contract, Contractor shall ensure that the facilities are in at least as good condition as on the Services Start Date, ordinary wear and tear excepted.
   2. Waste/Recycling. Contractor shall properly remove and dispose of all waste, including all food waste products, from the facilities. Contractor shall comply with UConn Health’s waste and recycling programs.
   3. Security. Contractor shall properly secure the facilities at all times.
   4. Hazards. Contractor shall immediately report to UConn Health any and all hazardous or unsafe conditions in the facilities, and shall work with UConn Health to remedy the condition.
   5. Energy Conservation. Contractor shall strive to conserve energy, comply with UConn Health energy management practices and policies, turn off lights, water, and fans when space is not in use, and select and operate equipment with the goal of minimizing the use of energy and utilities.
   6. Signage. Contractor shall obtain UConn Health pre-approval for any signage that Contractor wishes to place within UConn Health’s premises including, but not limited to, signage in and around the Retail and Vending Services locations.
   7. [Additional details of Contractor’s responsibilities for maintaining and repairing the facilities where the Nutrition Services are provided may be inserted here.]
2. **Annual Budgets; Charges to UConn Health.** Contractor shall provide its Nutrition Services in accordance with, and within the limits of, the annual budget approved by UConn Health for each Contract Year. All allowable charges to UConn Health shall be set forth in the annual approved budget. 
   1. First Contract Year’s Budget. The annual budget for the first Contract Year is incorporated into this Contract as Exhibit C.
   2. Subsequent Contract Years’ Budgets. Contractor shall, in good faith, prepare proposed budgets for each subsequent Contract Year, and submit them to UConn Health for approval on an annual basis as set forth in Exhibit D. Each proposed annual budget shall include the line items and be in the format specified by UConn Health (similar to Exhibit C unless UConn Health provides Contractor with a different format) and shall set forth all costs and revenue that form the basis of Contractor’s proposed annual charges to UConn Health.
   3. Fixed Fees and Costs. Notwithstanding the annual budget submission process, certain fees and costs (including, without limitation, any mark-up that UConn Health authorizes Contractor to apply to the actual cost of food and supplies) shall be fixed for the Term of the Contract.
3. **Reports and Records** 
   1. Operating Reports. At the intervals requested by UConn Health during the Term of this Contract, Contractor shall prepare and provide UConn Health with various reports that UConn Health may request, including (without limitation), reports of revenue collected, vending commissions, taxes paid, operating expenses, credits, number of employees and FTEs, employee names, employee titles, compensation rates, employee benefits and benefit costs, and an itemization and value of Contractor-owned equipment and supplies. Contractor shall also provide UConn Health with records and other backup documentation, such as invoices, receipts, deposit slips, payroll records, inventories, and valuations.
   2. Revenue Collection and Accounting. Contractor shall accurately collect and account for the revenue and commissions for all Retail, Vending and Catering Services. To the extent required by law, Contractor shall charge, collect, and pay all applicable sales and use taxes for the Nutrition Services. If UConn Health and Contractor disagree regarding the taxability of any meals or services, Contractor shall, upon UConn Health’s approval, promptly obtain a ruling from an appropriate governmental agency. Contractor shall hold UConn Health and the State of Connecticut harmless from any taxes, penalties, or other fees incurred because of Contractor’s failure to comply with tax collection requirements. Contractor shall provide UConn Health with a full accounting of all revenue collected, commissions, taxes paid, and other information as requested by UConn Health.
   3. Prices/Costs
      1. Contractor shall accurately document all prices that it pays and other costs that it incurs for the goods (including, without limitation, equipment, tools, supplies and food) and services (including, without limitation, services provided by employees and suppliers/contractors) relevant to this Contract. Contractor shall provide UConn Health with a full accounting of all such prices and costs as requested by UConn Health.
      2. Any mark-up that UConn Health authorizes Contractor to apply to the actual cost of goods and/or services purchased on behalf of UConn Health shall be fixed for the Term of the Contract.
   4. Health/Safety Reports. Contractor shall provide UConn Health with copies of all health, safety, and environmental inspection reports of governmental, regulatory or accreditation bodies relating to the Nutrition Services.
   5. Patient Records. Contractor agrees that all patient records belong to and shall remain the property of UConn Health.
4. **Transition**
   1. Upon expiration, termination, or cancellation of this Contract, UConn Health may elect to transition the Nutrition Services to a third party or to self-operation without penalty or additional cost. Contractor agrees that it will cooperate in any such transition and assist UConn Health or the new contractor through the transition process as reasonably requested by UConn Health. Contractor shall assign to UConn Health or its designee, to the extent assignable, all licenses held in Contractor’s name that are necessary for the management and operation of the Nutrition Services.
   2. If UConn Health elects to transition the Nutrition Services to self-operation:
      1. Contractor agrees to allow UConn Health to keep and continue to use the following materials for a period of at least a sixty (60) days after expiration, termination, or cancellation of the Contract, at no additional cost to UConn Health: (a) procedures used in the provision of Nutrition Services; (b) a list of all items purchased by Contractor in the performance of Nutrition Services for at least the previous sixty (60) days; (c) all menus, recipes and production records for at least the previous sixty (60) days; and (d) all diet and nutrition educational materials and manuals.
      2. Contractor agrees to allow UConn Health to keep and continue to use the following materials permanently, at no additional cost to UConn Health: (a) all quality assurance and sanitation reports; (b) all patient and reporting information required by The Joint Commission or any other regulatory or accreditation body; (c) all diet and clinical information including, but not limited to, all patient records, nutritional histories, nutritional assessments, outcomes data, all out­patient records; (d) at least one electronic copy and one paper copy of all diet education materials used by Contractor in the performance of Nutrition Services and at least one copy of the current diet manual (to be used for clinical review, quality assurance, regulatory compliance or accreditation purposes only); (e) all data and records relating to the Nutrition Services; (f) all licenses related to the operation of the Nutrition Services (to the extent such licenses are held in UConn Health’s name or are assignable to UConn Health); (g) all sales reports for Retail, Vending and Catering Services, including documentation evidencing the payment of all applicable sales and use taxes; (h) all applicable certificates of insurance and insurance records; (i) all employee schedules for all the operation of the Nutrition Services; (j) all records relating to the maintenance, housekeeping and repair of equipment and facilities used in connection with the Nutrition Services; and (k) any and all other records containing information owned by or proprietary to UConn Health.
5. **Prohibition on Subcontracting.** Contractor may not, without the prior written consent of UConn Health, subcontract or delegate any of its responsibilities to an affiliate or third party.

**II. UCONN HEALTH’S RESPONSIBILITIES**

1. **Contractor’s Personnel.** UConn Health shall:
   1. Provide all UConn Health-approved Contractor employees with identification badges.
   2. Conduct orientation programs as necessary to introduce Contractor employees to UConn Health’s operations and facilities.
   3. Provide Contractor with UConn Health’s immunization and health requirements for on-site personnel.
   4. Make pre-employment and required health exams and immunizations available to Contractor employees at Contractor’s expense, upon execution of a separate agreement between the Parties for such services.
2. **UConn Health Facilities and Equipment.** To assist the Contractor in the performance of its Nutrition Services, UConn Health shall provide Contractor with the use of certain facilities and equipment, including space for the Retail Services locations, adequate ingress and egress for Contractor’s employees and suppliers, driveways, loading platforms, access to rest rooms, lighting, heating and cooling ventilation, and utilities, as required. All authorized representatives of UConn Health shall have full access to all UConn Health space, including the Retail Services locations and other food service areas where Contractor performs the Nutrition Services. UConn Health shall, at its expense:
   1. Furnish electricity, gas, water, and telephone services as necessary for Contractor to fulfill its obligations under this Contract.
   2. Provide photocopying equipment and supplies, or availability thereto, sufficient to meet Contractor’s needs, as determined by UConn Health.
   3. Provide offices, necessary office furnishings, storage space, and food service facilities as necessary for Contractor to fulfill its obligations under this Contract.
   4. Permit use of existing food service equipment owned by UConn Health. An itemized inventory of all such equipment as of the Effective Date of the Contract has been established and certified by the Parties.
   5. Repair or replace UConn Health equipment, as UConn Health deems necessary.
   6. Provide trash and recycling services as necessary for the efficient and sanitary operation of the Nutrition Services.
   7. Maintain an extermination program to prevent the proliferation of rodents, insects or other vermin within UConn Health’s premises. This does not in any way reduce Contractor’s responsibility to maintain all areas consistent with sanitary standards.
   8. Make improvements and alterations, which it deems necessary or desirable, to prepare the areas allocated for Contractor’s services.
   9. Repair, maintain and/or improve the building structure and dining areas, including areas allocated for Contractor use.
   10. Clean and maintain the HVAC system and ceiling exhaust vent system, in accordance with UConn Health’s facility standards.
   11. Maintain all fire detection and extinguishing systems in accordance with applicable NFPA code standards.
   12. Provide access to Epic and any other computer programs utilized by UConn Health that UConn Health wants Contractor to also use in carrying out its obligations under this Contract.
   13. Provide building security in accordance with UConn Health policies and procedures. This does not in any way reduce Contractor’s responsibility to manage its employees and to implement its own loss control programs.
3. **Enteral Feedings.** UConn Health shall purchase, receive, unload, stock, and maintain all enteral nourishment products, and shall collect and retain all revenue related to enteral feedings.
4. **Auditing and Reporting**
   1. In addition to any other audit requirements contained in this Contract, UConn Healthreserves the right, but shall not be obligated to, audit all aspects of the Nutrition Services, including (without limitation) the right to audit Contractor’s invoices, supplier payments, food handling practices, security protocols, and cash-handling processes with or without notice.
   2. UConn Health acknowledges that Contractor’s credits or payments to UConn Health in connection with the Nutrition Services (if any) may be considered to be a discount within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A) and 42 C.F.R. 1001.952(h) of the Medicare/Medicaid regulations, and UConn Health may have an obligation to report any such discount to any state or federal program that provides cost- or charge-based reimbursement to UConn Health.
5. **Evaluation of Contractor Performance.** UConn Health shall evaluate Contractor’s performance of the Nutrition Services pursuant to the Performance Quality Metrics and Evaluations in Section III of this Exhibit and other criteria that UConn Health may choose to evaluate on a schedule set by UConn Health. At UConn Health’s request, appropriate representative(s) of Contractor’s management team and/or corporate office will attend any evaluation or corrective action meetings.

**III. JOINT RESPONSIBILITIES AND EVALUATION OF PERFORMANCE**

1. **Performance Quality Metrics and Evaluations**
   1. UConn Health shall evaluate Contractor based upon performance quality metrics (the “Evaluation”). Contractor shall take any necessary corrective actions identified during each Evaluation. The performance quality metrics derive from various sources, including:
      1. Contractor’s compliance with The Joint Commission standards related to patient food and nutrition.
      2. Patient responses to UConn Health-initiated survey questions (including Press Ganey surveys) regarding food and nutrition services. Contractor shall maintain Press Ganey percentile rankings or rankings in such other UConn Health-designated survey system no lower than within one standard deviation of the Connecticut Peer Group and UConn Health Peer Group rankings. The Parties acknowledge that Press Ganey survey categories are subject to change from time to time and that Contractor will be measured by the current Press Ganey survey categories at the time of each Evaluation.
      3. Contractor’s compliance with Connecticut Department of Public Health food service regulations.
      4. Contractor’s compliance with UConn Health policies and procedures.
      5. Contractor’s compliance with the requirements of this Contract.
   2. Contractor shall use its best efforts to collect data as may be reasonably requested by UConn Health to measure the performance of Contractor’s services.
   3. Contractor personnel shall attend and participate in meetings upon UConn Health’s request.
   4. Frequency - UConn Health will establish a schedule for conducting Evaluations during the Term of this Contract.
   5. Corrective Action - Upon receipt of each Evaluation, Contractor shall have thirty (30) days to submit an action plan to resolve any issues identified by UConn Health. UConn Health may request that issues of immediate concern with respect to patient care, be addressed during or immediately after the review, if reasonably required in the interest of patient safety. If Contractor fails to respond with an appropriate corrective action within the time period allowed, Contractor will be considered in breach of contract.
2. **Emergency Contingency/Disaster Planning.** The Parties shall work together collaboratively on emergency contingency/disaster planning activities.
3. **Other Actions.** Each Party shall perform all acts that are reasonably necessary in order for the Parties to carry out their responsibilities under this Contract.

**EXHIBIT C**

**ANNUAL BUDGET**

**[To be inserted]**

**NOTE: This exhibit will be in a format that is substantially similar to the Financial Response tab in the RFP. The only budget items that will be allowed are those that are listed in Contractor’s Financial Response and approved by UConn Health for inclusion in the Contract.**

**EXHIBIT D**

**COMPENSATION**

* 1. **Annual Budgets.** UConn Health shall compensate Contractor in accordance with the Parties’ agreed-upon annual budget figures. Contractor is not permitted to increase its charges to UConn Health mid-way through any Contract Year.
  2. First Contract Year. The agreed-upon annual budget for the first Contract Year is incorporated into this Contract as Exhibit C.
  3. Future Contract Years. On an annual basis, at least sixty (60) days prior to the end of the then-current Contract Year, Contractor shall submit its proposed annual budget for the upcoming Contract Year to UConn Health in a format substantially similar to Exhibit C or as otherwise directed by UConn Health. UConn Health shall review and respond to Contractor’s proposed annual budget in a timely manner. Once the annual budget has been approved in writing by UConn Health, it shall be incorporated into this Contract as Exhibit C that Contract Year, without the need for a formal amendment to this Contract.
     1. Any request for an increase to Contractor’s charges from one Contract Year to the next must be consistent with and relative to price changes originating with and compelled by market conditions and/or market trends which are outside of Contractor’s control, and the maximum value of any increases shall be 3% of the then-current Contract rates. Contractor must fully document its request for any increase by providing UConn Health with relevant information including, without limitation, manufacturer and market data and/or price increase notification letters from Contractor’s suppliers supporting Contractor’s request for a higher rate.
     2. Contractor will not be permitted to request an increase to any costs, fees or other charges that are designated as fixed for the Term of the Contract.
     3. If the Parties are unable to agree on a budget for the upcoming Contract Year, the Parties may agree to terminate the Contract effective six (6) months from (a) the date when the Parties acknowledge their inability to agree on a budget for the Contract Year, or (b) the start of the Contract Year at issue, whichever is later (the “Wrap Up Period”). During the Wrap Up Period, Contractor shall (a) continue to provide the Nutrition Services at the previously agreed-upon rate or another rate agreed to by UConn Health, and (b) cooperate with UConn Health and carry out any Transition Work.
  4. **Financial Performance Assurance Program.** Prior to the Contract Effective Date for the first Contract Year, and on an annual basis for each subsequent Contract Year, UConn Health and Contractor will agree upon financial performance benchmarks for the upcoming Contract Year based on the approved annual budget for each Contract Year. Contractor’s financial performance will be tracked against those benchmarks during and at the end of the Contract Year. If Contractor is unable to manage the Nutrition Services costs within the parameters of the agreed-upon financial benchmarks for the Contract Year, Contractor shall forfeit the value of the Management Fee as reflected on the approved annual budget for that Contract Year.
  5. **Contractor Calculations and Invoicing.** On a monthly basis, in arrears, Contractor shall subtract the actual Total Retail and Non-Retail Revenue and Credits to UConn Health from the actual Total Dining and Nutrition Services Costs, Expenses and Fees for the previous month, to arrive at the Total Net Dining and Nutrition Services Cost figure to be invoiced to UConn Health. Contractor’s monthly invoices to UConn Health shall be in a format substantially similar to Exhibit I or as otherwise directed by UConn Health.

**EXHIBIT E**

**RETAIL AREAS & HOURS OF OPERATION**

|  |  |  |
| --- | --- | --- |
| **Retail Area Name** | **Building Location** | **Hours of Operation** |
| 1. Main Food Court | Connecticut Tower | Mon-Fri 6:30 AM to 8:00 PM |
| Sat & Sun 7:00 AM to 7:00 PM |
| 1. Marbles Café | MSI Building | Mon-Fri 7:00 AM to 2:00 PM |
| 1. Munson Road Café | 16 Munson Road Building | Mon-Fri 7:00 AM to 2:00 PM |
| 1. OP 3rd Floor Café | Outpatient Pavilion | Mon-Fri 6:30 AM to 6:00 PM |
| 1. OP 5th Floor Café | Outpatient Pavilion | Mon-Fri 8:00 AM to 2:30 PM |
| 1. Starbucks Coffee Shop | University Tower | Mon-Fri 6:30 AM to 5:00 PM |

**EXHIBIT F**

**VENDING MACHINES**

|  |  |  |  |
| --- | --- | --- | --- |
| **[This list is as of 9/24/2020; it will be updated if needed.]** | | | |
| **Location Name/Building** | **Town** | **Machine Type** | **Sticker** |
| 195 Farmington Ave | Farmington | Snack | No Sticker |
| 195 Farmington Ave | Farmington | Generic Bottle | No Sticker |
| 400 Farmington Ave | Farmington | Coke Bottle | CV-51480 |
| 400 Farmington Ave | Farmington | Snack | CV-51479 |
| Dental Clinic (JDH 1st floor) | Farmington | Snack | CV-51496 |
| Dental Clinic (JDH 1st floor) | Farmington | Coke Bottle | No Sticker |
| Emergency Room (University Tower) | Farmington | Coke Bottle | CV-9791 |
| Emergency Room (University Tower) | Farmington | Snack | No Sticker |
| Munson Road, 1st Floor Under Stairs | Farmington | Coke Bottle | CV-51488 |
| Munson Road, Lobby 4th Floor | Farmington | Coke Bottle | CV-51490 |
| Munson Road, Lobby 4th Floor | Farmington | Snack | CV-51491 |
| Library (Academic Entrance) | Farmington | Snack | No Sticker |
| Library (Academic Entrance) | Farmington | Coke Bottle | CV-51498 |
| Main Food Court (Connecticut Tower) | Farmington | Snack | CV-51493 |
| Main Food Court (Connecticut Tower) | Farmington | Coke Bottle | No Sticker |
| Main Food Court (Connecticut Tower) | Farmington | Pepsi Bottle | CV-51494 |
| MSI Building | Farmington | Snack | CV-51486 |
| MSI Building | Farmington | Coke Bottle | CV-51487 |
| OR (University Tower) | Farmington | Generic Bottle | CV-9788 |
| OR (University Tower) | Farmington | Snack | CV-9789 |
| Academic Entrance | Farmington | Snack | CV-51495 |
| Academic Entrance | Farmington | Coke Bottle | CS-4285 |
| UMG Practice at 65 Kane Street, West Htfd | West Hartford | Snack | CV-51450 |
| UMG Practice at 65 Kane Street, West Htfd | West Hartford | Coke Bottle | CV-51451 |
| Wellness Center (Academic Entrance, 2nd floor) | Farmington | Coke Bottle | CV-9780 |
| ARB | Farmington | Coke Bottle | No Sticker |
| ARB | Farmington | Snack | No Sticker |

**EXHIBIT G**

**CAPITAL EQUIPMENT**

**[To be inserted]**

**EXHIBIT H**

**HIGH VOLUME RETAIL FOOD PRICING**

**[To be inserted]**

**EXHIBIT I**

**SAMPLE OPERATING STATEMENT**

**[To be inserted]**

**EXHIBIT J**

**BUSINESS ASSOCIATE AGREEMENT**

1. The University of Connecticut Health Center and/or one or more of its component entities (including, but not limited to, the UConn School of Medicine, UConn School of Dental Medicine, UConn John Dempsey Hospital, UConn Medical Group, UConn Health Partners, University Physicians, University Dentists and UConn Health Pharmacy Services, Inc.) (collectively referred to in this Exhibit as “UConn Health”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.
2. If performance of this Contract results in Contractor becoming a “business associate” of UConn Health under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Contractor must comply with all terms and conditions of this Business Associate Agreement Exhibit (this “BAA”). If Contractor is not UConn Health’s “business associate” under HIPAA, this BAA does not apply to Contractor.
3. Contractor is required to safeguard the use, publication and disclosure of information about individuals that it creates, maintains, transmits or receives pursuant to this Contract, in accordance with all applicable federal and state laws regarding confidentiality, including, without limitation, HIPAA and more specifically the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and
4. Contractor and UConn Health agree to enter into this BAA in order to comply with 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”).
5. Definitions.
6. “BAA” refers to this Business Associate Agreement Exhibit, in its entirety. Where the term “Contract” is used in this BAA, it means the Contract in its entirety, including this BAA.
7. “Business Associate,” as that term is defined in 45 C.F.R. § 160.103, shall mean Contractor.
8. “Covered Entity” shall mean UConn Health and its component entities.
9. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
10. “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)).
11. “HIPAA Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
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. “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
14. “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.
15. “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 Business Associate from or on behalf of Covered Entity or from another business associate of Covered Entity.
16. “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
17. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
18. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
19. “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.
20. “Unsecured Protected Health Information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
21. Obligations and Activities of Business Associate.
22. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Contract or another duly executed agreement with Covered Entity, or as Required by Law.
23. 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.
24. 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 Covered Entity.
25. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Contract.
26. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Contract, or any security incident of which it becomes aware.
27. 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 Business Associate, agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
28. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of Covered Entity, and in the time and manner designated by 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 Covered Entity to an Individual for such records; the amount permitted by state law; or Business Associate’s actual cost of postage, labor and supplies for complying with the request.
29. Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity, and in the time and manner designated by Covered Entity.
30. 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 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.
31. 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.
32. Business Associate agrees to provide to Covered Entity, in a time and manner designated by Covered Entity, information collected in accordance with subsection 6.10 of this BAA, 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 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.
33. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
34. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
35. In the event that an Individual requests that Business Associate:
36. restrict disclosures of PHI;
37. provide an accounting of disclosures of the Individual’s PHI;
38. provide a copy of the Individual’s PHI in an electronic health record; or
39. amend PHI in the Individual’s designated record set,

Business Associate agrees to notify 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 Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; 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 HIPAA Breach.
5. Business Associate agrees that, following the discovery by Business Associate or by a subcontractor of Business Associate of any use or disclosure not provided for by this Contract, any HIPAA Breach of Unsecured Protected Health Information, or any Security Incident, it shall notify Covered Entity of such HIPAA Breach in accordance with 45 C.F.R. part 164, subpart D, and this BAA.
6. Such notification shall be provided by Business Associate to Covered Entity without unreasonable delay, and in no case later than five (5) business days after the HIPAA Breach is discovered by Business Associate, or a subcontractor of Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A HIPAA Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to 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 Business Associate to have been, accessed, acquired, or disclosed during such HIPAA Breach.
7. Business Associate agrees to include in the notification to Covered Entity at least the following information:
8. A description of what happened, including the date of the HIPAA Breach; the date of the discovery of the HIPAA 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 HIPAA Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
10. The steps Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the HIPAA Breach.
11. A detailed description of what Business Associate is doing or has done to investigate the HIPAA Breach, to mitigate losses, and to protect against any further HIPAA Breaches.
12. Whether a law enforcement official has advised 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 Covered Entity, Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 6.16.3.1-4 of this BAA and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to Covered Entity within ten (10) business days of Covered Entity’s direction to assess risk.
14. If Covered Entity determines that there has been a HIPAA Breach by Business Associate or a subcontractor of Business Associate, Business Associate, if directed by 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 HIPAA Breach have the opportunity to ask questions and contact Business Associate for additional information regarding the HIPAA Breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a HIPAA Breach by Business Associate to 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 Business Associate.
16. Business Associate agrees that, in the event of a HIPAA 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 Covered Entity.
17. Business Associate agrees that it shall obtain permission from Covered Entity prior to: (a) transmitting, or allowing the transmission of, any PHI to an offshore location; or (b) utilizing an offshore entity to perform services on behalf of Covered Entity. For the purposes of this section, “offshore” means any country that is not one of the fifty United States or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).
18. Permitted Uses and Disclosure by Business Associate.
19. 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, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity.
20. Specific Use and Disclosure Provisions
21. 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.
22. 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.
23. 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).
24. Obligations of Covered Entity.
25. 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.
26. 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.
27. 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.
28. 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 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.
29. Term and Termination.
30. Term. This BAA shall be effective as of the Effective Date of the Contract, and shall continue for as long as Business Associate has possession of or access to Covered Entity’s PHI. This BAA may be terminated only after the information collected in accordance with provision 6.10 of this BAA is provided to 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.
31. Termination for Cause. Upon Covered Entity’s knowledge of a HIPAA Breach or of a violation of the terms of this BAA by Business Associate, Covered Entity shall either:
32. Provide an opportunity for Business Associate to cure the HIPAA Breach or end the violation and terminate the Contract if Business Associate does not cure the HIPAA Breach or end the violation within the time specified by Covered Entity; or
33. Immediately terminate the Contract if Business Associate has violated a material term of this BAA and cure is not possible; or
34. If neither termination nor cure is feasible, Covered Entity shall report the HIPAA Breach and/or violation to the Secretary.
35. Effect of Termination.
36. Upon termination of the 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 6.10 of this BAA to Covered Entity within ten (10) 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 and its subcontractors shall retain no copies of the PHI, except as provided in section 10.3.2 of this BAA.
37. 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 BAA 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 Business Associate maintains or preserves the PHI or copies thereof.
38. Miscellaneous.
39. Regulatory References. A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended.
40. Amendment. The Parties agree to take such action as in necessary to amend this BAA 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.
41. Survival. The respective rights and obligations of the Parties under this BAA shall survive the termination, cancellation or expiration the Contract.
42. Construction. This BAA shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this BAA 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 BAA will be adequate or satisfactory for Business Associate’s own purposes. 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. Business Associate shall indemnify and hold Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that arise from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors, subcontractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to this Contract or applicable law, including, without limitation, attorney’s fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded under HIPAA, the HITECH Act, or the HIPAA Standards.
45. Notices. All notices in connection with this BAA shall be hand delivered, sent by private overnight mail service, registered or certified U.S. mail, or email with delivery confirmation, and addressed to the Party to receive such notice at the addresses below, or such other addresses as may hereafter be designated in accordance with this section.

If to UConn Health: UConn Health

ATTENTION: Privacy Officer

263 Farmington Avenue, MC-8235

Farmington, CT 06030-8235

[privacyoffice@uchc.edu](mailto:privacyoffice@uchc.edu)

With a copy to:

UConn Health

ATTENTION: Contracts Department

263 Farmington Avenue, MC-4036

Farmington, CT 06030-4036

If to Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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