

UCONN HEALTH PURCHASE ORDER TERMS AND CONDITIONS

- INSTRUCTIONS TO SUPPLIER:** The Supplier named on this Purchase Order ("Order") is referred to in these terms and conditions as "contractor," and references to "State" mean the State of Connecticut. Unless this Order is subject to a signed agreement between the parties that contains different terms, accepting payment or beginning performance under this Order signifies contractor's acceptance of these terms and conditions. Any terms proposed in contractor's acceptance, acknowledgment, invoice, or other document that add to, vary from, or conflict with the terms herein are hereby rejected. The policies referenced herein may be viewed at <http://health.uconn.edu/policies/>. Contractor acknowledges that any web addresses listed herein are subject to change; any new web addresses will be provided to contractor upon request.
- PAYMENT:** This Order is exempt from Connecticut sales/use tax and certain federal excise taxes. UConn Health's Tax ID Number is 52-1725543. Payment shall be made only after UConn Health receives and accepts the goods and/or services and contractor's invoice containing all information reasonably requested by UConn Health. Subject to the foregoing, unless otherwise required by law, payment terms are net 45 days from receipt of invoice and are subject to the State's "prompt payment" statute (Conn. Gen. Stat. § 4a-71). Payment in connection with this Order will be remitted only to the contractor named in the Order; payment will not be remitted to third parties.
- REQUIRED FORMS:** Contractor shall execute any applicable certifications, affidavits or other forms that are required in connection with this Order.
- DELIVERY:** Unless otherwise specified on this Order or in a signed agreement that controls this Order, the delivery terms are DAP UConn Health West Loading Dock, 263 Farmington Avenue, Farmington, CT (Incoterms 2010), and contractor shall bear risk of loss and insurance until delivery. Time is of the essence in contractor's performance of this Order.
- WARRANTIES:** Contractor does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability. Contractor warrants that any services that it performs will be completed in a professional and workmanlike manner, by qualified personnel, in accordance with industry standards.
- EVALUATION OF GOODS/PERFORMANCE:** Goods/services are subject to return or rejection if inferior to specifications or reasonable standard of quality. Goods/services shall meet or exceed quality/performance specifications. UConn Health may conduct evaluations of contractor's performance. Contractor shall cooperate in any such evaluations, and work with UConn Health to correct any deficiencies noted. The foregoing shall not relieve contractor of its obligation to provide goods/services in accordance with this Order nor be deemed a waiver of any other rights or remedies available to UConn Health.
- INSURANCE:** Contractor will carry sufficient insurance (liability and/or other) as applicable according to the nature of goods/services provided so as to "save harmless" UConn Health and the State from any insurable cause whatsoever, in at least the minimum amount required by applicable law. Contractor will provide certificates of such insurance to UConn Health upon request.
- INDEMNIFICATION:** Contractor shall indemnify and hold harmless UConn Health, the State, and their agencies, departments, officers and employees, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from contractor's acts or omissions in connection with this Order or any defects in the deliverables. Neither UConn Health, nor the State, nor their agencies, departments, officers and employees, shall be required to indemnify or hold contractor or any third party harmless for any claim or loss related to this Order.
- ANTITRUST PROVISION:** Contractor hereby irrevocably assigns to the State all rights, title and interest in and to all claims associated with this Order that contractor now has or may or will have, arising under the antitrust laws of the United States (15 USC § 1, et seq.) or the State (Conn. Gen. Stat. § 35-24, et seq.), including (without limitation) claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a claim without any further action or acknowledgment by the parties.
- INTELLECTUAL PROPERTY:** All data provided to contractor by UConn Health or developed by contractor pursuant to this Order ("UConn Health Data") shall be treated as property of UConn Health unless UConn Health agrees in writing to the contrary. Upon expiration or termination of this Order, or upon UConn Health's written request, contractor shall, within fifteen (15) days, deliver to UConn Health all UConn Health Data in a non-proprietary format (such as ASCII, .TXT or XML) or other format mutually agreed to by the parties.
- INTELLECTUAL PROPERTY INDEMNIFICATION:** If the use or sale of the deliverables that are the subject of this Order is enjoined by a court, or should contractor refuse to deliver to avoid a potential liability, contractor shall either: (1) secure for UConn Health the right to use or sell such goods; (2) modify or replace the deliverables with equivalent non-infringing goods; or (3) provide such other solution acceptable to UConn Health.
- FORCE MAJEURE:** If the performance of obligations under this Order is rendered impossible or hazardous or is otherwise prevented or impaired due to events beyond the reasonable control of the party asserting that such an event has occurred, including accidents, Acts of God, riots, strikes, extraordinary weather conditions, epidemics, earthquakes, insurrection or war, the non-performing party shall give immediate written notice to the other party and each party's obligations to the other hereunder shall be excused and neither party shall have any liability to the other hereunder during the existence of such event.
- TERMINATION:** UConn Health may terminate this Order without penalty, by providing contractor with thirty (30) days' written notice, whenever UConn Health, in its sole discretion, determines that such termination is in the best interests of UConn Health or the State.
- PUBLICITY:** Contractor shall not make or authorize any news release, ad, or other disclosure that uses UConn Health's name or logo without UConn Health's prior written consent.
- GOVERNING LAW:** The terms of this Order shall be construed in accordance with and governed by Connecticut law, without regard to conflict of laws principles. For purposes of interpretation, any laws or regulations cited herein shall refer to the text of the actual statute or regulation in effect, as amended.
- SOVEREIGN IMMUNITY:** Nothing herein shall be construed as a modification, compromise or waiver by UConn Health or the State of any rights, defenses, or immunities provided by federal or state law to UConn Health, the State, or their agencies, departments, officers, and employees. To the extent that this section conflicts with any other provision, this section shall govern.
- CLAIMS AGAINST THE STATE:** Contractor agrees that the sole and exclusive means for the presentation of any claim against UConn Health, the State, or their agencies, departments, officers, or employees arising from this Order shall be in accordance with Chapter 53 of 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.
- ON-PREMISES SERVICES:** If this Order involves the presence of contractor personnel at any UConn Health location, such personnel shall comply with all rules applicable to their on-site presence, including (without limitation): prohibitions on drugs, alcohol, weapons, smoking, and conduct that is disruptive or endangers the safety or welfare of others; and requirements such as background checks, health screenings, immunizations, completion of certifications/attestations, and/or wearing an identification badge. Contractor shall be responsible for all costs associated with such compliance. If UConn Health determines that an individual is not compliant with any applicable requirements, UConn Health may require contractor to immediately remove that individual from performance related to this Order without penalty to UConn Health.
- DEBARMENT:** Contractor represents and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance applicable federal or state laws, and 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 contractor's performance under this Order. An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs, or (ii) has been convicted of a criminal offense that falls within the ambit of 42 USC § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- OSHA:** Contractor represents and warrants that it complies with all applicable OSHA regulations, and that it has not had any violations or criminal convictions that would preclude UConn Health from entering into this Order pursuant to Connecticut General Statutes § 31-57b (Awarding of contracts to occupational safety and health law violators prohibited).
- EXECUTIVE ORDERS AND OTHER ENACTMENTS:** (a) All references in this Order to any federal, state, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Order at any time during its term, or that may be made applicable to the Order during its term. This Order shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by the Enactments, contractor is not relieved of its obligation to perform under this Order if it chooses to contest the applicability of the Enactments or UConn Health's authority to require compliance with the Enactments. (b) This Order is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of these terms and conditions as if they had been fully set forth herein. (c) This Order may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If applicable, Executive Order No. 14 is deemed to be incorporated into and made a part of this Order as if fully set forth herein.
- FREEDOM OF INFORMATION ACT/PUBLIC RECORDS:** This Order is disclosable under the Connecticut Freedom of Information Act (FOIA) and will not be treated as confidential information. If Conn. Gen. Stat. § 1-218 applies to this Order, UConn Health is entitled to receive a copy of records and files related to contractor's performance, and such records and files are subject to and may be disclosed pursuant to FOIA.
- WHISTLEBLOWER:** If this Order meets the definition of a "large state contract" (as defined in C.G.S. § 4-61dd) having a value of \$5,000,000 or more, it is subject to the provisions of Conn. Gen. Stat. § 4-61dd. In accordance with such statute, if an officer, employee or appointing authority of contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of UConn Health or the State Auditors of Public Accounts or Attorney General under the provisions of subsection (a) of the statute, then in accordance with subsection (e) of the statute, contractor shall be liable for a civil penalty of not more than \$5,000 for each offense, up to a maximum of 20% of the value of the Order. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. UConn Health or the State 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. In accordance with subsection (f) of the statute, each large state contractor (as defined in the statute) shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by contractor's employees.
- LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR:** Pursuant to Conn. Gen. Stat. § 4-252 and Executive Order No. 21-2 of Acting Governor Bysiewicz promulgated July 1, 2021, contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents: (1) That no gifts were made by (A) contractor, (B) any principals or key personnel of contractor who participate substantially in preparing bids/proposals or negotiating State or UConn Health contracts, or (C) any agent of the individuals described in subsection (B), to (i) any public official or State or UConn Health employee who participates substantially in the preparation of bid solicitations or requests

- for proposals or the negotiation or award of contracts, or (ii) any public official or employee of any other State agency who has supervisory or appointing authority over UConn Health;
- (2) That no such principals and key personnel of contractor, or agent of contractor or its principals and key personnel, knows of any action by contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of contractor to provide a gift to any such public official or State or UConn Health employee; and (3) That contractor is submitting bids or proposals without fraud or collusion with any person.
25. **LARGE STATE CONTRACT REPRESENTATION FOR UCONN HEALTH:** Pursuant to Conn. Gen. Stat. § 4-252 and Executive Order No. 21-2 of Acting Governor Bysiewicz promulgated July 1, 2021, the UConn Health employees responsible for issuing this Order represent that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
26. **IRAN ENERGY INVESTMENT CERTIFICATION:** (a) Pursuant to Conn. Gen. Stat. § 4-252, contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then contractor shall not be deemed to be in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair UConn Health's ability to pursue a breach of contract action for any violation of the provisions of the Order.
27. **CONSULTING AGREEMENTS REPRESENTATION:** Pursuant to Conn. Gen. Stat. § 4a-81, contractor represents, to its best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that contractor has not entered into any consulting agreements in connection with this Order, except for any such consulting agreement that it has specifically notified UConn Health about in writing. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. § 4a-81.
28. **TANGIBLE PERSONAL PROPERTY:** If Conn. Gen. Stat. § 12-411b (Collection of use tax by certain state contractors) applies to this Order, contractor shall comply with the provisions of that statute and with Chapter 219 of the Connecticut General Statutes (Sales and Use Taxes Act).
29. **POLYSTYRENE FOAM:** All purchases shall comply with the provisions of Conn. Gen. Stat. §§ 22a-194 to 22a-194g, inclusive.
30. **CONTRACTOR QUALIFICATIONS AND STATUS:** Contractor represents that it is: (a) fully experienced and qualified to provide the goods and/or services that are the subject of this Order, and (b) properly licensed, equipped, organized, and financed, at its own expense. Upon request, contractor shall provide UConn Health with: (a) copies of any current licenses and registrations relevant to this Order, and (b) a completed Service Organization Control Report (SOC) in the format requested by UConn Health.
31. **EQUAL OPPORTUNITY; NON-DISCRIMINATION:** UConn Health is an equal opportunity employer and adheres to UConn Health Policy 2002-44 Affirmative Action and Equal Opportunity. 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 Statutes, and contractor agrees that it will not discriminate in violation of federal or Connecticut law, as more specifically cited in this section. References in this section to "contract" shall mean this Order. (a) The following definitions apply to this section: i. "Commission" means the Commission on Human Rights and Opportunities; ii. "contract" includes any extension or modification of the contract; iii. "contractor" includes any successors or assigns of contractor; iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced; viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this section, the term "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4). (b)(1) Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by contractor that such disability prevents performance of the work involved; (2) contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) contractor agrees to provide each labor union or representative of workers with which contractor has a collective bargaining agreement or other contract or understanding and each vendor with which contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects. (c) Determination of contractor's good faith efforts shall include, but shall not be limited to, the following factors: Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. (d) Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. (e) Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56, as amended; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter. (f) Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto. (g)(1) Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of contractor which relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. (h) Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56, as amended; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, contractor may request the state of Connecticut to enter into any such litigation or negotiation prior

thereto to protect the interests of the State and the State may so enter. (i) Pursuant to subsection (c) of Conn. Gen. Stat. § 4a-60 and subsection (b) of Conn. Gen. Stat. § 4a-60a, contractor affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of such sections.

32. **SUMMARY OF STATE ETHICS LAWS:** Pursuant to the requirements of Conn. Gen. Stat. § 1-101qq, (a) UConn Health has provided contractor with the summary of State ethics laws developed by the State Ethics Commission pursuant to Conn. Gen. Stat. § 1-81b (available on the Office of State Ethics website at <https://portal.ct.gov/Ethics/Public-Information/Public-Information/Publications-Guides-Annual-Reports>), which is incorporated by reference into and made a part of this Order as if the summary had been fully set forth herein; (b) contractor represents that its chief executive officer and all key employees have read and understood the summary and agree to comply with the provisions of State ethics law; (c) prior to entering into a contract with any subcontractors or consultants, contractor shall provide the summary to them and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of State ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Order; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
33. **CAMPAIGN CONTRIBUTION RESTRICTION:** For all State contracts, defined in Conn. Gen. Stat. § 9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the recipient of this Order represents that contractor has received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions (available on the SEEC website at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf), and will inform its principals of the contents of the notice.
34. **AUDIT REQUIREMENTS:** Contractor shall, upon request, provide UConn Health an annual financial audit acceptable to UConn Health for any expenditure of State or federal funds. Contractor will comply with all applicable federal and state audit standards, which may require contractor to give its records related to this Order (or access to such records) to the State Auditors of Public Accounts.
35. **ANTI-KICKBACK AND STARK LAW COMPLIANCE:** The parties to this Order specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 USC § 1320a-7b) and related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 USC § 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business. In the event that any part of this Order is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the violative provision(s). If the parties are unable to agree to new or modified terms as required to bring the Order into compliance, either party may terminate this Order on fifteen (15) days written notice to the other party. Contractor represents and warrants that neither it nor any affiliate of it has entered into any direct or indirect relationship with a third party for the purpose of providing services hereunder wherein such third party is directly or indirectly compensated or receives remuneration of any kind on the basis of the volume or value of referrals that it makes to UConn Health for "designated health services" as defined by 42 CFR § 411.351. Contractor shall indemnify, defend and hold harmless UConn Health, the State, and their respective officers, directors, members, employees, and agents from and against any and all claims, liabilities, obligations, losses, judgments, fines, assessments, penalties, awards, statutory damages, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of contractor's breach of the representation and warranty made herein.
36. **PREVENTION OF FRAUD, WASTE AND ABUSE:** Any contractor, subcontractor, agent or other person or entity who furnishes or authorizes the furnishing of health care items or services or performs billing or coding functions on behalf of UConn Health must comply with all applicable laws and regulations and adhere to relevant UConn Health policies and procedures, including UConn Health Policy 2018-02 Fraud, Waste and Abuse Prevention and Education in Healthcare.
37. **CONFIDENTIAL INFORMATION:** (a) 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 Order, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. (b) Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to, the Gramm-Leach-Bliley Act and the Family Educational Rights and Privacy Act (FERPA), in the protection of all personally identifiable and other protected confidential information and non-directory student or patient data that it comes to possess as a result of this Order. (c) UConn Health also requires that contractors have policies and procedures to prevent identity theft, and to report any "Red Flags" (as defined by FTC regulations) regarding identity theft to UConn Health promptly upon discovery. (d) UConn Health and contractor will comply with 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). If a business associate agreement (BAA) is required in connection with this Order, the parties either have entered or will enter into a BAA, and the terms of the parties' BAA shall be incorporated herein.
38. **ASSIGNMENT:** Neither this Order nor a party's performance under this Order may be assigned by either party without the express written consent of the other.
39. **SURVIVAL:** The rights and obligations of the parties which by their nature survive termination or completion of this Order, including, but not limited to, those relating to intellectual property, indemnification, hold harmless, audit, and confidential information, shall remain in full force and effect.
40. **SEVERABILITY:** If any term or provision of this Order or its application is held to be invalid or unenforceable, the remainder of this Order shall be valid and enforced to the fullest extent possible by law.
41. **UConn HEALTH'S STATUTORY PROCUREMENT AUTHORITY:** Connecticut General Statutes, including §§ 4a-52a, 10a-104, 10a-108, 10a-151a, and 10a-151b.