

# UCONN HEALTH PERSONAL SERVICE AGREEMENT

Contract Number: UCHC62159496

The University of Connecticut Health Center ("UConn Health") and the party named below ("Contractor") hereby enter into this agreement ("Agreement") subject to the terms and conditions stated herein and/or attached hereto and subject to the applicable provisions of the Connecticut General Statutes.

**No work may begin in connection with this Agreement, and UConn Health shall assume no liability hereunder, until the Agreement is fully executed.**

This Agreement shall remain in full force and effect for the entire Term stated below unless cancelled in writing by UConn Health.

A Personal Service Agreement with the State of Connecticut/UConn Health is a "work-for-hire" arrangement. As such, the Contractor is an independent contractor, and does not satisfy characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121(d)(2). Persons performing services as independent contractors are not employees of the State of Connecticut/UConn Health and are responsible themselves for payment of all State and local income taxes and Federal Insurance Contributions Act (FICA) taxes, except for Connecticut non-resident Athlete/Entertainer Tax.

Contractor's acceptance of this Agreement by its signature below, by beginning performance hereunder, or by accepting payment signifies agreement with the terms and conditions set forth herein.

## CONTRACTOR INFORMATION

Contractor Name: Town of Canton

Contractor Address: 4 Market Street Canton, CT 06022-0168

## UCONN HEALTH INFORMATION

Name and Address: University of Connecticut Health Center, 263 Farmington Avenue, Farmington, CT 06030

TERM (From - To): 07/01/15 - 06/30/16

## DESCRIPTION OF SERVICES (Attach additional pages if necessary)

The Contractor agrees to reimburse the Health Center for providing Employee Assistance Program (EAP) services, as delineated on page 7, to the contractor's employees and their eligible families. The Contractor also agrees to those terms and conditions on pages 2 - 6 as they pertain to the services provided in this Agreement.

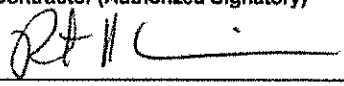

## COST AND PAYMENT SCHEDULE

The Contractor shall pay a base fee of \$2.25 per person per month based on the employment of 59 persons. Payable upon receipt of invoice.

The total amount payable hereunder shall not exceed \$1,593.00

This Agreement is exempt from Federal Excise Taxes and Connecticut Sales Tax. UConn Health will only remit payment to the Contractor named above, and will not remit payment to any third parties. Unless otherwise specified herein, payment terms are net 45 days from receipt of Contractor's invoice.

## ACCEPTANCE AND APPROVALS

Signature	Printed Name	Title	Date
	Robert H. Skinner	Chief Administrative Officer	6-22-15
	Martin J. Powell	Contract Specialist	6/23/15
Attorney General (Approved as to form)			
<b>EXEMPT</b>			

## UCONN HEALTH TERMS AND CONDITIONS

**INSTRUCTIONS TO CONTRACTOR:** For purposes of this Agreement, the word "Contractor" shall be deemed to mean the non-State of Connecticut entity that is a party to this Agreement. Any terms or conditions proposed in Contractor's acceptance or in any acknowledgment, invoice, or other form of Contractor that add to, vary from, or conflict with the terms herein are hereby rejected. The parties acknowledge that any web addresses listed herein are subject to change, and any new web addresses will be provided to Contractor upon request. The Contractor shall reference any relevant purchase order number(s) on all packing slips and invoices.

**PURCHASE ORDERS:** This Agreement itself is not an authorization for the Contractor to ship Goods or begin performance of Services in any way. The Contractor may not ship Goods or begin performance of Services until it has received a duly issued purchase order against this Agreement for same. The Contractor shall reference the relevant purchase order number(s) on all of its packing slips and invoices.

**REQUIRED FORMS:** Contractor shall execute all required certifications, affidavits and forms applicable to this Agreement, including certification of the signatory's legal authority to sign on behalf of Contractor and State of Connecticut Non-discrimination Certification, Gift and Campaign Contribution Certification, Consulting Agreement Affidavit, and Affirmation of Receipt of State Ethics Laws Summary.

**DELIVERY:** Delivery shall be made in accordance with the terms stated in this Agreement or on UConn Health's purchase order, and if no terms are stated, the delivery terms to UConn Health shall be DAP UConn Health, West Loading Dock, 263 Farmington Avenue, Farmington, CT 06030 (Incoterms 2010), and Contractor shall bear risk of loss and insurance until delivery. Contractor shall utilize UConn Health's inbound shipping accounts, if instructed to do so by UConn Health. Time is of the essence in Contractor's performance.

**NO WAIVER OF IMPLIED WARRANTY:** Contractor does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

**GOODS/SERVICES:** For the purposes of this Agreement, "Goods" shall mean any goods, parts, supplies, software, manuals, or other items that are required to be delivered pursuant to, or in connection with this Agreement, and "Services" shall mean any services specified herein to be delivered under this Agreement. Unless otherwise more specifically set forth herein, this Agreement is neither a requirements contract nor an agreement to purchase any specific quantity of Goods or Services.

**EVALUATION OF GOODS/PERFORMANCE:** Goods/services are subject to rejection or return if inferior to specifications or reasonable standard of quality. UConn Health will provide required quality/performance specifications to Contractor as deemed necessary by UConn Health. Goods/services shall meet or exceed any such required 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 Agreement nor be deemed a waiver of any other rights or remedies available to UConn Health, including rights of setoff.

**INSURANCE:** Contractor will carry sufficient insurance (liability and/or other) as applicable according to the nature of goods provided or work performed so as to hold harmless UConn Health and the State of Connecticut from any insurable cause whatsoever, which shall be at least the minimum amount required by applicable law. If requested, Contractor will provide certificates of such insurance to UConn Health.

**INDEMNIFICATION:** Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, 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 Agreement or any defects in the deliverables.

**INTELLECTUAL PROPERTY:** All data provided to the Contractor by UConn Health or first developed or reduced to practice by Contractor pursuant to this Agreement ("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 Agreement, or upon UConn Health's written request, Contractor shall, within fifteen (15) days of UConn Health's request, deliver to UConn Health all UConn Health Data in electronic, magnetic or other intangible form in a non-proprietary format (such as ASCII, .TXT or XML) or other format mutually agreed by the parties.

**INTELLECTUAL PROPERTY INDEMNIFICATION:** If the use or sale of the deliverables 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 Agreement 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 ("Force Majeure" events), the non-performing party shall give immediate written notice to the other party (the "performing 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. If any Force Majeure event (or series of events) lasts for thirty (30) days, this Agreement may be cancelled by the performing party, without liability therefor.

**TERMINATION:** UConn Health may terminate this Agreement 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 of Connecticut.

**PUBLICITY:** Contractor shall not make or authorize any news release, advertisement, or other disclosure that uses UConn Health's name without UConn Health's prior written consent.

**GOVERNING LAW:** The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties hereto specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods ("CISG"). For purposes of interpretation, any laws or regulations cited herein shall refer to the text of the actual statute or regulation as in effect or as amended.

**SOVEREIGN IMMUNITY:** The parties acknowledge and agree that nothing herein shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its agencies, officers and employees, which they may have had, now have or will have with respect to all matters related hereto. To the extent that this section conflicts with any other section, this section shall govern.

**CLAIMS AGAINST THE STATE:** Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, UConn Health or their agencies, departments, officers or employees arising from this Agreement 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.

**BACKGROUND CHECKS AND CERTIFICATIONS:** Contractor shall comply with applicable UConn Health Policies and procedures regarding completion of background checks and/or certifications and shall pay all related fees. If UConn Health determines that the results of a background check on any person or entity are unfavorable, UConn Health may require that person or entity to immediately cease performance hereunder without penalty to UConn Health, but may require the Contractor to complete its obligations hereunder. Contractor's inability to complete its obligations hereunder due to an unfavorable background check will be considered a material breach of this Agreement.

**DEBARMENT/OSHA:** 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 with 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 the course of this agreement. 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 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Contractor represents and warrants that it complies with all applicable OSHA regulations, and that in the last three (3) years it has not been cited for any willful or serious violations of any occupational safety and health act, standard, order or regulation.

**EXECUTIVE ORDERS:** This Agreement may be subject to the provisions of certain Executive Orders, including: Executive Order No. Three of Governor Thomas J. Meskill regarding non-discrimination clauses in state contracts, promulgated June 16, 1971; Executive Order No. Seventeen of Governor Thomas J. Meskill regarding the requirement of contractors and subcontractors to post employment openings with the Connecticut State Employment Service, promulgated February 15, 1973; Executive Order No. Sixteen of Governor John G. Rowland regarding Violence in the Workplace Prevention Policy, promulgated August 4, 1999; Executive Order No. Fourteen of Governor M. Jodi Reil promulgated April 17, 2006 regarding contractors' use of cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities; and Executive Order No. 7C of Governor M. Jodi Reil regarding the establishment of the State Contract Review Board, promulgated July 13, 2006.

**FREEDOM OF INFORMATION ACT/PUBLIC RECORDS:** This Agreement is discoverable under the Connecticut Freedom of Information Act ("FOIA") and will not be treated as confidential information. Information and documents related to this Agreement may also be subject to FOIA. Contractor will provide, promptly upon request of UConn Health, copies of Contractor's records and files related to Contractor's performance hereunder, as such records and files are subject to and may be disclosed pursuant to FOIA.

**WHISTLEBLOWER:** If an officer, employee or appointing authority of a "large state contractor" (as defined by Conn. Gen. Stat. §4-61dd) 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 the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Conn. Gen. Stat. §4-61dd(a), the 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 contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

**TANGIBLE PERSONAL PROPERTY:** If Conn. Gen. Stat. § 12-411b (Collection of use tax by certain state contractors) applies to this Agreement, Contractor shall comply with the provisions of that statute and the Sales and Use Taxes Act (Chapter 219 of the Connecticut General Statutes).

**POLYSTYRENE FOAM:** If applicable, Contractor shall comply with the provisions of Conn. Gen. Stat. §§ 22a-194 to 22a-194g, inclusive.

**EQUAL OPPORTUNITY:** UConn Health is an equal opportunity employer. UConn Health's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in UConn Health Policy 2002-44, which can be reviewed at [www.policies.UConnHealth.edu/policies/policy\\_2002\\_44.pdf](http://www.policies.UConnHealth.edu/policies/policy_2002_44.pdf).

**NON-DISCRIMINATION:** UConn Health will not knowingly do business with any person or entity who discriminates against members of any class protected under sections 4a-60 or 4a-60a of the Connecticut General Statutes, which contain the following requirements:

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of this Agreement; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not

being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**SUMMARY OF STATE 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 ("OSE") 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.

**CAMPAIGN CONTRIBUTION RESTRICTIONS:** For all State contracts as defined in Conn. Gen. Stat. § 9-612(g), the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, which can be found at [http://www.ct.gov/sec/lib/sec/forms/contractor\\_reporting/sec\\_form\\_11\\_notice\\_only.pdf](http://www.ct.gov/sec/lib/sec/forms/contractor_reporting/sec_form_11_notice_only.pdf) and is reproduced and inserted below.

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

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

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

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

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

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

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

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor. "State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense. "State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement. "Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities. "Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual. "Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section. "Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee. "Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**AUDIT REQUIREMENTS:** The Contractor shall, upon request, provide UConn Health an annual financial audit acceptable to UConn Health for any expenditure of State funds, which shall include management letters and audit recommendations. The Contractor will comply with all applicable federal and state audit standards, which may require Contractor to give Contractor's records related to this Agreement (or access to such records) to the State Auditors of Public Accounts.

**ANTI-KICKBACK AND STARK LAW COMPLIANCE:** The parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business. In the event that any part of this Agreement 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 Agreement into compliance, either party may terminate this Agreement on fifteen (15) days written notice to the other party. Contractor represents and warrants to UConn Health that neither it nor any of its affiliates has entered into a 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 C.F.R. § 411.351. Contractor shall indemnify, defend and hold harmless UConn Health, the State of Connecticut and their respective officers, directors, members, employees, and agents from and against any and all claims, liabilities, obligations, losses, judgments, fines, assessments, penalties, awards, statutory damages, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of Contractor's breach of the representation and warranty made herein.

**DEFICIT REDUCTION ACT COMPLIANCE:** In accordance with the federal Deficit Reduction Act ("DRA") of 2005, UConn Health requires contractors, subcontractors, agents or any others who, on behalf of UConn Health, furnish or authorize the furnishing of Medicaid health care items or services or who perform billing or coding functions to comply with UConn Health's Corporate Compliance Program policies and procedures, including UConn Health Policy 2007-01, Prevention of Fraud, Waste, and Abuse, which can be reviewed at [www.policies.UConnHealth.edu/policies/policy\\_2007\\_01.pdf](http://www.policies.UConnHealth.edu/policies/policy_2007_01.pdf). UConn Health requires that contractors have policies and procedures to prevent identity theft, as well as to report any "Red Flags" (as defined by FTC regulations) regarding identity theft to UConn Health promptly upon discovery.

**CONFIDENTIAL INFORMATION:** Contractor, at its own expense, has a duty to and shall protect any and all confidential information which they come to possess or control pursuant to this Agreement, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. In performing services pursuant to this Agreement, Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA"), and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student or patient data.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:** 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"). UConn Health's policies regarding HIPAA are located at [http://www.policies.UConnHealth.edu/area/hipaa\\_privacy.html](http://www.policies.UConnHealth.edu/area/hipaa_privacy.html) and at [http://www.policies.UConnHealth.edu/area/hipaa\\_security.html](http://www.policies.UConnHealth.edu/area/hipaa_security.html).

#### **BUSINESS ASSOCIATE AGREEMENT:**

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Business Associate Agreement ("BAA").
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under this Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and
3. The University of Connecticut Health Center ("UConn Health") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor and UConn Health agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (Pub. L. 111-5, §§ 13400 to 13423) ("HITECH Act"), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
5. Definitions.
  - 5.1 "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
  - 5.2 "Business Associate," as that term is defined in 45 C.F.R. § 160.103, shall mean the Contractor.
  - 5.3 "Covered Entity" shall mean UConn Health.
  - 5.4 "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - 5.5 "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)).
  - 5.6 "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).
  - 5.7 "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.
  - 5.8 "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - 5.9 "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - 5.10 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- 5.11 "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- 5.12 "BAA" refers to the HIPAA Provisions stated herein, in their entirety.
- 5.13 "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- 5.14 "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.
- 5.15 "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
6. Obligations and Activities of Business Associate.
- 6.1 Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or any other duly executed agreement with Covered Entity or as Required by Law.
- 6.2 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 Agreement and in accordance with HIPAA standards.
- 6.3 Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 6.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- 6.5 Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement or any other duly executed agreement with Covered Entity or any security incident of which it becomes aware.
- 6.6 Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- 6.7 Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- 6.8 Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- 6.9 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- 6.10 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.
- 6.11 Business Associate agrees to provide to Covered Entity, in a time and manner designated by the 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 the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- 6.12 Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- 6.13 Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- 6.14 In the event that an Individual requests that the Business Associate:
- 6.14.1 restrict disclosures of PHI;
  - 6.14.2 provide an accounting of disclosures of the Individual's PHI;
  - 6.14.3 provide a copy of the Individual's PHI in an electronic health record; or
  - 6.14.4 amend PHI in the Individual's designated record set,
- the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- 6.15 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:
- 6.15.1 the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Agreement or any other duly executed agreement with Covered Entity, and
  - 6.15.2 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.
- 6.16 Obligations in the Event of a Breach.
- 6.16.1 The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this Agreement, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with 45 C.F.R. part 164, subpart D, and this Contract.
- 6.16.2 Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- 6.16.3 The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
- 6.16.3.1 A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  - 6.16.3.2 A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 6.16.3.3 The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
  - 6.16.3.4 A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
  - 6.16.3.5 Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and, if so, contact information for said official.
- 6.16.4 If directed by the Covered Entity, the 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 the Covered Entity within twenty (20) business days of the Covered Entity's direction to assess risk.
- 6.16.5 If the Covered Entity determines that there has been a Breach by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- 6.16.6 Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- 6.16.7 Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
7. Permitted Uses and Disclosure by Business Associate.
- 7.1 General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement or any other duly executed agreement with Covered Entity, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 7.2 Specific Use and Disclosure Provisions
- 7.2.1 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

- 7.2.2 Except as otherwise limited in this Agreement, 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.
- 7.2.3 Except as otherwise limited in this Agreement, 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).
8. **Obligations of Covered Entity.**
- 8.1 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.
- 8.2 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.
- 8.3 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.
9. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Agreement.
10. **Term and Termination.**
- 10.1 The Term of this BAA shall be effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with provision 6.10 of this BAA is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this BAA.
- 10.2 **Termination for Cause.** Upon Covered Entity's knowledge of a breach by Business Associate, Covered Entity shall either:
- 10.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- 10.2.2 Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- 10.2.3 If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- 10.3 **Effect of Termination.**
- 10.3.1 Except as provided in the "Termination for Cause" section of this BAA, above, upon termination of this Agreement 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 the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- 10.3.2 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 Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
11. **Miscellaneous Sections.**
- 11.1 **Regulatory References.** A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended.
- 11.2 **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.
- 11.3 **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this BAA.
- 11.4 **Effect on Agreement.** Except as specifically required to implement the purposes of this BAA, all other terms of the Agreement shall remain in force and effect.
- 11.5 **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.
- 11.6 **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this BAA will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to this Agreement or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- 11.7 **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that are assessed or may be imposed against Covered Entity, 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 (collectively, "liabilities"), that arise from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to this Contract or applicable law.
- ASSIGNMENT:** This Agreement shall not be assigned by either party without the express written consent of the other.
- SURVIVAL:** The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including, but not limited to, those relating to intellectual property, indemnification, hold harmless, audit and confidential information, shall remain in full force and effect.
- SEVERABILITY:** If any term or provision of this Agreement or its application is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforced to the fullest extent possible by law.
- ENTIRE AGREEMENT:** This Agreement and any changes, amendments or modifications (which shall not be valid unless reduced to writing, signed by both parties) constitutes the entire agreement between UConn Health and the Contractor, on the matters specifically addressed herein.
- STATUTORY AUTHORITY:** This Agreement is entered into by UConn Health pursuant to the authority granted by Connecticut law, including Conn. Gen. Stat. §§ 4a-52a, 10a-104, 10a-108, 10a-151a, and 10a-151b.

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# Employee Assistance Program

## Program includes the following services:

1. Sessions for assessment and referral, generally 1-3 per person.
2. Meetings with Human Resources/Senior Management to implement, support and promote the EAP program.
3. Employee Awareness Training.
4. Supervisory Training.
5. Two Informational Workshops per year.
6. Two trauma debriefings per year.
7. Quarterly (upon request) and annual utilization reports.

## Fees are as follows for services provided in addition to those listed above:

- |   |                |
|---|----------------|
| 1. Work/Life Seminars   | \$130 per hour |
| 2. Face-to-face consultations with management on EAP issues (most included)     |                |
| Exceptional situations  | \$100 per hour |
| 3. Critical Incident Stress Debriefing programs for Employees exposed to trauma | \$180 per hour |