INSTRUCTIONS TO SUPPLIER: The Supplier named on this Purchase Order ("Order") is referred to in these terms and conditions as "contractor." Accepting payment or performance under this Order shall be acceptance of these terms and conditions. Any terms or conditions proposed in contractor's acceptance or in any acknowledgment, invoice, or other form of contract, confirmation or communication from, or at the request of, UConn Health's name without UConn Health's prior written consent.

PAYMENT: Payment will be made on account of the volume or value of referrals that it makes to UConn Health for "designated health services" as defined by 42 CFR § 411

DISCLAIMER: Contractor shall not make or authorize any news release, advertisement, or other disclosure that uses any such materials.

PUBLICITY: A violation of any part of this Order may be subject to the provisions of: Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain information to the government of the State of Connecticut and their agents, departments, officers and employees, which they may have had, now have or will have in the future, which is related to this Order.

ANTI-TRUST PROVISION: Contractor agrees in writing to the contrary.

INTELLECTUAL PROPERTY INDEMNIFICATION: The foregoing shall not relieve Contractor's performance.

Sovereign Immunity: Contractor shall execute all required certifications, affidavits and forms that are applicable to this Order, which may include, without limitation, the State of Connecticut contractor.

Certificate: Contractor shall receive for delivery of any type of goods or services, or in connection with the performance of this Order.

PUBLICITY: Contractor shall not make or authorize any news release, advertisement, or other disclosure that uses any such materials.

PUBLICITY: A violation of any part of this Order may be subject to the provisions of: Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain information to the government of the State of Connecticut and their agents, departments, officers and employees, which they may have had, now have or will have in the future, which is related to this Order.

ANTI-TRUST PROVISION: Contractor agrees in writing to the contrary.

INTELLECTUAL PROPERTY INDEMNIFICATION: The foregoing shall not relieve Contractor's performance.
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 said title and the Sales and Use Taxes Act (Chapter 219 of the Connecticut Revised Statutes).

POLYSTYRENE FOAM: All purchases shall comply with the provisions of Conn. Gen. Stat. §§ 22a-194 to 22a-194g, inclusive.

SUMMARY OF STATE ETHICS LAWS: Pursuant to the requirements of Conn. Gen. Stat. § 1-101q, the summary of State of Connecticut ethics laws developed by the Office of State Ethics pursuant to Conn. Gen. Stat. § 1-101b is incorporated by reference into and made a part of these terms and conditions as if the summary was fully set forth herein.

NOTICE-DISCLOSURE OF POLICY: Healthcare professionals must complete the following Health Information Privacy Practices Survey located at http://health.uconn.edu/policies/. UConn Health will not knowingly do business with any person or entity that discriminates against members of any class protected under federal law or 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” or “contract” shall mean this Order. (a) For purposes of this Section, the following terms are defined as follows: 1. “Commission” means the Connecticut Commission on Human Rights and Opportunities, unless exempted by regulations or orders of the Commission. vi. “Current or former employee” means a person who is or has been an employee of the contractor, including 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 other evidence that the gender-related identity is so fundamental to the person’s identity or being asserted in 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 state 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. “martial 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 that substantially limits one or more of the individual’s major life activities as determined by the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders,” or a record of or a regarding a mental disability that results in a substantial limitation of the individual’s ability to perform one or more of such major life activities; 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 who is or are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and/or (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-8b; 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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any 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) 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, 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 discrimination is necessary to fulfill the terms of the Contract and that such discrimination is the most appropriate means of accomplishing the purpose of the Contract and the Contractor agrees to take reasonable affirmative action to assure that applicants and job-related qualified persons are employed and that employees are treated 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 the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employment by or on behalf of the Contractor and in all job-related communications with individuals seeking employment with the Contractor, of its good faith efforts will 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 notification to be provided to all employees in the manner prescribed by the Commission to all employees, before the initial effective date of this contract, and in every subsequent order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; 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 Conn. Gen. Stat. § 46a-56. If the contractor is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to include, but not be limited to, the following factors: The contractor’s employment and subcontracting policies, 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. 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 Conn. Gen. Stat. § 46a-56, as amended; provided if such contractor is 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, the Contractor may request the State of Connecticut to enter into any such litigation or other proceeding in order to protect the interests of the State and/or the Contractor.

CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION: (a) HIPAA/HITECH Requirements. UConn Health complies with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). UConn Health's policies regarding HIPAA are located at http://health.uconn.edu/policies/. If this Order results in contractor becoming a business associate (as that term is defined by HIPAA), 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 Order, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. In performing services pursuant to this Order, 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 health information to which contractor has access as a result of this Order. UConn Health (and the subcontractors and procedures to prevent identity theft, and to report any "Red Flags" (as defined by Federal Trade Commission regulations) regarding identity theft to UConn Health promptly upon discovery.

AUDIT REQUIREMENTS: Contractor shall, upon request, provide UConn Health an annual financial audit acceptable to UConn Health for any expenditure of State of Connecticut or federal funds, which shall include management letters and audit findings. Contractor will comply with all applicable federal and state audit standards, which may require contractor to review all charges 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 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 any employer shall be liable to the person or entity, whether by means of a 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 is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or other proceeding in order to protect the interests of the State and/or the Contractor.

CAMPBELL COUNTY: No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, shall do business with any person or entity who has the same name as the state contractor or prospective state contractor, of the date of this notice, or who has same name as the state contractor or prospective state contractor, for which the notice is being provided, or who shall have been known to do business with the state contractor or prospective state contractor, for which the notice is being provided, unless exempted by regulations or orders of the Commission.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations: This notice is prepared in accordance with the authority of Connecticut General Statutes §§ 9-68e and 46a-46, (h) The Contractor shall include the provisions of the foregoing paragraphs (a) through (g) above in every 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, the Contractor may request the State of Connecticut to enter into any such litigation or other proceeding in order to protect the interests of the State and/or the Contractor.

CAMPBELL COUNTY: No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, shall do business with any person or entity who has the same name as the state contractor or prospective state contractor, for which the notice is being provided, or who shall have been known to do business with the state contractor or prospective state contractor, for which the notice is being provided, unless exempted by regulations or orders of the Commission.

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CAMPBELL COUNTY: No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, shall do business with any person or entity who has the same name as the state contractor or prospective state contractor, for which the notice is being provided, or who shall have been known to do business with the state contractor or prospective state contractor, for which the notice is being provided, unless exempted by regulations or orders of the Commission.
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, 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.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**penalties for violations**

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

**Civil penalties—** Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions 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 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.

**definitions**

“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 a capacity as a state or quasi-public agency employee. “Principal of a state contractor or 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 (ii) has an interest in such a contract solicitation, including, but not limited to, forwarding invitations to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or receiving contributions from the candidate, or (iii) a party committee. On and after January 1, 2011, no state contractor, prospective state contractor, or subcontractor, 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, 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.

**additional information**

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to “Lobbyist/Contractor Limitations.”

**definitions**

“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 a capacity as a state or quasi-public agency employee. “Principal of a state contractor or 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 (ii) has an interest in such a contract solicitation, including, but not limited to, forwarding invitations to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or receiving contributions from the candidate, or (iii) a party committee. On and after January 1, 2011, no state contractor, prospective state contractor, or subcontractor, 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, 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.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**penalties for violations**

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

**Civil penalties—** Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions 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 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**

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**definitions**

“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 a capacity as a state or quasi-public agency employee. “Principal of a state contractor or 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 (ii) has an interest in such a contract solicitation, including, but not limited to, forwarding invitations to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or receiving contributions from the candidate, or (iii) a party committee. On and after January 1, 2011, no state contractor, prospective state contractor, or subcontractor, 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, 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.