



June 14, 2017 Request for Proposals

Outside Counsel for Academic Medical Center Projects

On behalf of the University of Connecticut Health Center ("UConn Health") the University of Connecticut Health Center Finance Corporation ("UCHCFC") is in the process of selecting firms to serve as outside legal counsel to provide consultation and representation in connection with the operations of UConn Health, on an on call basis, as more specifically described in the Scope of Work section below.

UConn Health and UCHCFC are referred to collectively as "UCH" throughout this RFP, except where the context clearly refers only to the operations of UConn Health.

Note: This Request for Proposals ("RFP") is separate and distinct from the solicitations for outside counsel by the Connecticut Attorney General's Office to represent UConn. For information on those solicitations, please go to the [Connecticut Attorney General's website](#).

Background

Conn. Gen. Stat. §§ 10a-253 authorizes UCHCFC to select outside, private legal counsel as necessary to carry out the purposes of UConn Health. (Public Act 87-458, Sec. 92).

UCH expects to award multiple contracts to provide consultation and representation. Firms awarded a contract pursuant to this RFP will be required to enter into the written contract attached hereto as EXHIBIT A.

Selected firms will be expected to collaborate effectively with the University of Connecticut's Office of the General Counsel and with other outside counsel as needed. Any contract(s) awarded from this RFP (are) expected to begin in 2017 and remain in effect for up to five years. UCH may award a contract on the basis of the proposals submitted without discussions, or UCH may negotiate further with those proposers. Proposals should be submitted with the most favorable terms the proposer can provide.

The University of Connecticut's commitment to excellence is complemented by its commitment to building a culturally diverse community. The University of Connecticut actively encourages minority, women-owned and disadvantaged businesses to submit proposals.

Scope of Services

UCH is seeking proposals from firms with significant expertise providing legal advice, services and consultation on the wide range of matters that arise in the healthcare sector in general and for Academic Medical Centers in particular. Matters may include, but are not limited to, navigating the complex regulatory landscape of the health industry, managed care, commercial transactions and risk management. Specific experience representing public Academic Medical Centers will be viewed

favorably. Please see the **Contents of Response** and **Evaluation and Selection Process** sections below for more information on specific details regarding the scope of services requested.

Questions

Any potential respondent with questions regarding this RFP may submit their written questions by email to GeneralCounsel@UConn.edu. Please use as the subject line "UCH RFP Question – [topic]." **Questions must be submitted by noon, Tuesday, June 27, 2017.** Answers to substantive questions will not be provided individually, but will be posted on the General Counsel website no later than Friday, June 30, 2017. Questions may be answered as they are received so please check periodically. We will not identify the firm asking the question.

Contents of Response

If your firm would like to be considered for selection, please provide four hard copies and one electronic (flash drives preferred) copy of your proposal in the format of a written report. Each proposal should be prepared using 8.5" x 11" paper, 1" margins, a font no smaller than twelve point and presented in simple three-ring binders. Tabs must be used to separate each section.

Proposals should be divided into four sections and, at a minimum, include the following:

Section 1: Introduction. *(Maximum of two pages)*

A brief introduction that includes:

1. An overview of the firm that describes the firm's:
 - a. business structure;
 - b. office locations;
 - c. total number of partners and associates broken down by office;
2. List the names of each individual attorney who would be providing the proposed legal services. Provide a copy of each named attorney's resume, in alphabetical order, at the end of the firm's proposal.
3. A description of:
 - a. Firm's commitment to diversity
 - b. Firm's pro bono support activities.

Section 2: Conflicts.

1. Describe any assignments or relationships that may constitute or create the appearance of a conflict of interest in serving as counsel to UCH. Include assignments or relationships that are, or could in the future be, adverse:
 - a. to UCH in any dispute (e.g., mediation, arbitration or litigation);
 - b. to a Connecticut state agency in any dispute (e.g., mediation, arbitration or litigation);
 - c. to any institute of higher education in any matter where the position advocated may be contrary to the interests of UCH or any Academic Medical Center; or
 - d. to UCH in any non-disputed matter (including commercial transactions).

If appropriate, you may describe a proposed strategy for avoiding or mitigating these matters.

Note: Successful Firms will be required to perform a conflict of interest check prior to performing any services for UCH.

Section 3: Services Proposal. (Maximum of six pages)

1. In light of the scope of services requested, describe the firm's experience and expertise (1) in the healthcare sector in general and with public Academic Medical Centers in particular; (2) relevant experience representing higher education institutions; and (3) experience representing Connecticut state agencies, or other relevant experience with public agencies. Additionally, submitting firms should describe their specific experience in:
 - a. Advising on regulatory issues as they relate to public AMCs – including their clinical, educational and research areas.
 - b. Advising, planning, negotiating and completing complex transactional matters (specifically including evaluating alternate structures and implications on federal and state regulatory issues).
 - c. Litigation matters – specifically describe experience in risk management, labor relations, and transactional litigation.
 - d. Advising on peer review and quality improvement matters.
2. Name the primary attorneys who would work with UCH under the contract. Describe the directly relevant experience of the specific individual lawyers you have identified as being the primary attorneys.
3. Provide the name and contact information of three client references for whom you have performed services reasonably comparable to those sought in this RFP.

Section 4: Fee Proposal. (Maximum of two pages)

1. Include the following:
 - a. Confirmation that the firm will be able to utilize electronic billing systems and e-signature if required by UCH. Indicate what digital formats the firm could readily use in providing detailed billing information.
 - b. List hourly rate by position rather individual attorneys, for example:
 1. Partner (you may include sub-positions, e.g., senior, junior, etc.)
 2. Associate (you may include sub-position, e.g., senior, junior, etc.)
 3. Paralegal (one rate only)
 - c. Indicate whether the proposed rate is a discount from your commercial rate and, if so, indicate the commercial rate and the discount percentage.
 - d. If your firm is doing other work for UCH or other public AMCs, indicate how the rates proposed compare to the rates for those other matters.
 - e. Identify the types of alternative fee arrangements (“AFAs”) that your firm currently offers and briefly explain what, if any, projects your firm has completed for an AMC or similar client using an AFA.

Submittal

All responses to this RFP must be received by UCH no later than 4:30 p.m., Friday, July 7, 2017.

Responses should be delivered by Mail or Courier (proposals may not be emailed or faxed) and addressed to:

General Counsel, University of Connecticut
Attn: Gail Metsack, Paralegal
343 Mansfield Road, Unit 1177
Storrs, CT 06269-1177

Evaluation and Selection Process

The evaluation committee will consider the following non-exclusive factors:

- Depth and quality of knowledge and experience in AMC business matters in general and public AMCs in particular.
- Depth and quality of experience in representation of AMCs. Among substantially equally qualified proposers, experience in the representation of public AMC's will be given more weight.
- Depth and quality of knowledge and experience with regard to regulatory issues as they relate to public AMCs.
- Depth and quality of experience in complex transactional matters, including evaluating alternate structures, planning, negotiating, timely drafting and implementing complex transactions.
- Depth and quality of knowledge and experience in litigation that generally arises out of the operation of AMCs. Significant experience with public AMCs will be viewed as a positive factor.
- Depth and quality of experience in bringing complex legal matters to a cost-effective conclusion.
- Qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of experience of other partners, associates and professionals available to provide the requested services to public AMCs.
- Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions.
- Ability to effectively collaborate with in-house and outside counsel.
- Results of reference checking.
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.

This RFP constitutes an invitation to submit proposals and is not a request for competitive bids for service. The UCH makes no representation that any firm responding to this RFP will be selected or that a contract will be awarded.

UCH may select firms based on the submitted proposals or invite select firms to make a presentation.

Expense, Ownership and Disposition

UCH shall not be responsible in any manner for the costs associated with the preparation or submission of the proposals in response to this RFP. All proposals, including plans, photos and narrative material, shall become the property of UCH upon receipt. UCH shall be free to use as its own, without payment of any kind or liability therefore, any idea, concept, scheme, suggestion or plan received during this proposal process.

Right of Rejection

UCH reserves the right to reject any or all proposals, to waive any informality in such proposals, or to refuse to award any contract. The receipt of proposals by UCH shall not, in any way, obligate UCH to enter into any contract with any proposer. All submitted copies of all proposals shall become the property of UCH.

UCH Reservations

1. Submission of a proposal to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein.
2. UCH reserves the right to revise this RFP prior to the deadline for final submission of written proposals.
3. UCH reserves the right to extend the deadline for submission. Firms will have the right to revise their proposal in the event the deadline is extended.
4. Late responses will not be considered. UCH, in its sole discretion, reserves the right to determine the timeliness of all proposals submitted.
5. UCH reserves the right to waive any informality in the process when to do so is in the best interest of UCH.
6. UCH reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all proposals.
7. UCH reserves the right to request new proposals from one or more of the proposing firms.
8. UCH makes no representation that any contract will be awarded to any firm responding to this RFP.
9. UCH reserves the right to verify the information in any submitted proposals.

10. All costs of response preparation shall be borne by the proposer. UCH shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer in the preparation and/or submission of the response or subsequent presentation.
11. Responses and the offers contained in a firm's proposal shall remain valid for a period of 120 days from the date of receipt.
12. Firms awarded a contract pursuant to this RFP will be required to enter into the written contract attached hereto as EXHIBIT A. *Note: Please identify any provisions that are unacceptable and provide alternate language. Attach your objections and proposed alternative language as an addendum to your proposal. Objecting to a provision will not disqualify your firm provided we are able to find a mutually agreeable resolution. If your proposed alternative language has been included in a legal services contract with UCH, Connecticut's Office of the Attorney General or another Connecticut state agency in the past, please provide a copy of the contract and highlight the relevant sections.*
13. This RFP and any response, or any parts thereof, may be incorporated into and made a part of the final contract.
14. UCH reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of UCH may contain additional terms or terms different from those set forth herein.

Exhibit A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT HEALTH CENTER FINANCE CORPORATION AND

This Agreement, effective on the ____ day of _____ 201__, through the ____ day of _____ 201__, by and between the University of Connecticut Health Center Finance Corporation (hereinafter referred to as "UCHCFC") on behalf of UConn Health and its affiliates, with its principal office at 263 Farmington Avenue, Farmington, CT 06030, and _____ (hereinafter referred to as the "FIRM"), with a principal place of business at _____ UConn Health and UCHCFC are referred to collectively as "UCH" throughout this Agreement, except where the context clearly refers only to the operations of UConn Health.

W I T N E S S E T H:

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

WHEREAS, UCHCFC is authorized, pursuant to Connecticut General Statutes §§10a-253 through 10a-263, to engage outside counsel to provide legal services as necessary to carry out the purposes of UConn Health; and

WHEREAS, UConn Health requires professional legal services in representing its interests; and

WHEREAS, UConn Health has determined that outside counsel with particular expertise is warranted; and

WHEREAS, the University of Connecticut ("University") Office of the General Counsel is responsible for the oversight and management of outside counsel services on behalf of the University, including UConn Health; and

In consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1. The FIRM will perform activities and legal services for a particular project or related matter as may be further defined in correspondence between the Office of the General Counsel and the FIRM. The general subject matter of the services which UConn Health expects to request from the FIRM may include one or more of the following areas of law:

Final description to be added after selection

1.2 In performing the services, the FIRM will perform the following activities as part of, or in support of the services:

(a) Research, investigate, review and analyze all information necessary to carry out all services;

(b) Negotiate, prepare and revise all agreements and other documents necessary for the performance of the services;

(c) Be available upon the reasonable request of UConn Health to consult with the officers and employees of UConn Health, and with any other group or person designated by UConn Health;

(d) Assist UConn Health in dispute resolution. With the approval of UConn Health, negotiate and engage in mediation, arbitration and litigation with any parties necessary to carry out the services;

(e) Make all court appearances and filings and represent UConn Health in all actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity in any forum (collectively, "Actions") as directed by UConn Health;

(f) Hire and consult with expert witnesses, consultants, mediators and investigators as may be reasonably and necessarily required and as approved by UConn Health subject to the following requirements and limitations:

(1) Terms of subcontracts over five thousand dollars (\$5,000.00) must be approved in writing and in advance by UConn Health Chief Counsel ("Chief Counsel"). In requesting approval, FIRM must provide the basis for its recommendation that the subcontractor be retained and justification for the recommended subcontractor's proposed rates and reimbursements.

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

(3) FIRM's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(g) Provide all necessary paralegal and clerical support; and

(h) Prepare and keep current a synopsis of relevant research, processes and procedures developed during the course of FIRM's performance under this Agreement in a format that is easily accessible to UConn Health as directed by the Office of the General Counsel.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of UConn Health shall be the Chief Counsel, or his/her successor in function, whose address and telephone number are as follows:

NAME:	Brian White
TITLE:	Chief Counsel
AGENCY:	UConn Health
ADDRESS:	263 Farmington Avenue, MC-1093 Farmington, CT 06030

TELEPHONE: (860) 679-3002
E-MAIL: brwhite@uchc.edu

2.2 The person in charge of administering this Agreement on behalf of the FIRM shall be [to be added upon completion of negotiations], whose title, address, office telephone, cell phone, fax number and e-mail are as follows:

NAME :
TITLE:
FIRM:
ADDRESS:
OFFICE TELEPHONE:
CELL PHONE:
FAX NUMBER:
E-MAIL:

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 UCHCFC agrees to compensate the FIRM for services in accordance with rate schedule provided in Section 3.1.a. below or as otherwise agreed in accordance with Section 3.1.b. This Contract shall not to exceed \$[to be added upon completion of negotiations] for the initial term of this Agreement.

(a) Rate Schedule

<u>Position</u>	<u>Hourly Rate</u>
Senior Partner	\$
Partner	\$
Junior Partner	\$
Senior Associate	\$
Junior Associate	\$
Paralegal	\$

The above hourly rates shall be charged only for actual time spent rendering such services; the FIRM shall not "round off" time. The time spent rendering services shall be billed to the tenth part of an hour. UCHCFC shall not be charged for any other time expended by the FIRM during travel, overnight stays, or the like associated with the performance of the services.

(b) Alternative Fee Arrangements

Upon a determination by UConn Health that an alternative fee arrangement ("AFA") for specified services will be more advantageous to UConn Health than use of the hourly rates in this contract, UConn Health and the FIRM may agree to such AFA for a specified service, provided that no such AFA may be agreed to between UConn Health and the FRIM unless the agreement is in writing, for each specific assignment, and approved in advance by the University of Connecticut's Vice President and General Counsel ("General Counsel"). AFAs may include, but are not limited to, a fixed fee, a not to exceed fee, a blended hourly rate, a volume discount or other arrangement.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to UConn Health. Billings are to be submitted on a monthly basis to the Chief Counsel at the above address. The billings must contain, at a minimum, a detailed description of the work performed, the

date of performance, the actual time spent performing the work, and the name and position of the person(s) rendering the service. More specifically, each invoice must include a timekeeper recap for hourly billing arrangements naming each timekeeper, their rate and the total charges for that timekeeper, and the total for all timekeepers. Provided, however, if UConn Health and the FIRM have agreed to a fixed fee or other billing arrangement not based on hourly rates, UConn Health may waive the requirement for hourly detail.

The monthly invoice must also be accompanied by a brief summary memorandum describing how the service rendered during the invoice period furthered resolution of the matter and the current status of the matter. Each invoice must also be accompanied by a financial recap (in a spreadsheet, format provided by UConn Health), that contains:

- (a) Assignment Recap. For the matter being invoiced, a billing recap showing:
 - (i) total assignment budget (per Section 3.3); (ii) total amount previously billed (fees and expenses); (iii) amount of the current bill (fees and expenses); and (iv) assignment balance available (i less ii and iii = iv);
- (b) Assignment Estimate. A forecast of estimated spending for the assignment in the current and upcoming month.
- (c) Contract Recap. If the firm has received more than one assignment under this contract, then the summary shall also include a contact recap showing (i) total current contract amount (i.e. reflecting any amendments increasing the total); (ii) total amount previously billed (fees and expenses) for all assignments under the contract, including those previously completed; (iii) amount of the current bill (fees and expenses); and (iv) contract balance available (i less ii and iii = iv).

UConn Health may, prior to authorizing payment under this Section, require the FIRM to submit such additional accounting and information as the UConn Health deems necessary or appropriate. The FIRM shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, and 9.3. Notwithstanding the foregoing, the FIRM is entitled to reasonable compensation for meetings with the UConn Health officials to determine an appropriate budget.

3.3 Within twenty days of receiving an assignment, the FIRM shall submit to the Chief Counsel for approval, a projected plan and assignment budget for the matter containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the services expected to be performed, an estimate of the cost of the work broken down into the various phases of the services, and an estimate of the time required to successfully complete the services. Prior to effecting, undertaking or initiating a material change in the Service, the FIRM shall submit to the Chief Counsel for approval, a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the amount contained in the budget, the FIRM shall consult with the Chief Counsel, for the purpose of: (1) revising the scope of services; (2) revising the maximum compensation amount; (3) some combination thereof; or, (4) other action permitted under this Agreement or any agreed-upon amendment. The Chief Counsel, in his or her sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The FIRM will not be compensated for the preparation, amendment, or modification of said projected plan and budget.

3.4 UCH agrees to reimburse the FIRM for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, long distance telephone calls, and

transcript or deposition costs. UCH shall not reimburse the FIRM for any overhead related expenses, including, but not limited to, duplicating, secretarial, computerized research, facsimile, clerical staff, library staff, proofreading staff or meals. UCH shall not reimburse the FIRM transportation costs or expenses unless they are approved in advance and in writing by the Chief Counsel. Normally in-state mileage will not be reimbursed. The FIRM shall be reimbursed for reasonable expenses for other transportation, specifically excluding first class air fare, and reasonable lodging and meals associated with overnight travel provided such expense are approved in advance and in writing by the Chief Counsel.

3.5 The FIRM shall not be compensated for time spent on background or elementary legal research or any legal training. Charges for any other legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Prior to undertaking research that utilizes WESTLAW or LEXIS or any other similar legal research database or service, the prior written approval of the Chief Counsel is required if the FIRM intends to seek reimbursement of any attendant costs from UCH. Any written material produced as a result of such research must be submitted to the Chief Counsel or his/her designee. The Chief Counsel shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The FIRM shall not be compensated for time spent in consultation with any attorney or other employee of UConn Health concerning the administration of this Agreement and/or issues relating to billing. Compensation for time spent by attorneys of the FIRM communicating with other attorneys within the FIRM shall be limited to those instances when collaboration between attorneys is expected to be of benefit to UConn Health. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The Chief Counsel shall make the final determination, in his or her sole discretion, as to the adequacy of such description.

3.7 Notwithstanding the provisions of Section 3.6, absent the prior written consent of the Chief Counsel, the FIRM shall not be compensated for the attendance or participation of more than one attorney representing UConn Health in connection with any Action. Where more than one attorney has attended or participated in any Action without the prior written consent of the Chief Counsel, the FIRM shall be compensated for the time of the most senior attorney in attendance.

3.8 The FIRM shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 UCH shall approve for payment all undisputed costs, as soon as the said documentation can properly be processed. All costs and expenses shall be billed and paid at actual cost without markup.

3.10 The FIRM shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 8.4, and made available and furnished upon request to the UCH until three (3) years after the termination of this Agreement.

3.11 UConn Health shall have the right, without the need of prior notice to the FIRM, to substitute an Associate or Assistant Attorney General or a University attorney for the FIRM on any facet or aspect of the services when the Chief Counsel, in his/her sole discretion, finds that such a substitution would best serve the interests of the UConn Health.

3.12 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the FIRM in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by UCH.

SECTION 4: TERMINATION OF AGREEMENT BY UCH

4.1 UCH, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the Chief Counsel of termination, the FIRM shall immediately cease to perform the services, subject to the approval of the Court in litigation matters. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the Chief Counsel as soon as possible and, for ongoing matters, no later than the fifteenth day following the receipt of the above written notice of termination, and the sixtieth day for all other matters, together with a description of the cost of the services performed to said date of termination.

SECTION 5: TERMINATION OF AGREEMENT BY THE FIRM

5.1 The FIRM, on thirty (30) days prior written notice to UConn Health, may terminate this Agreement, subject to the approval of the Court in litigation matters.

5.2 If the FIRM terminates this Agreement for any reason other than a breach by UCH, the FIRM shall be liable to UCH for the fees and expenses incurred by UCH in engaging replacement counsel on any pending matter for which FIRM is actively engaged in performing services and bringing such firm up to speed. For purposes of this paragraph, FIRM will be considered “actively engaged” in all matters of pending litigation, arbitration and/or mediation.

5.3 On the effective date of termination, the FIRM shall immediately cease to perform the services. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the Chief Counsel on or before the fifteenth day following the transmittal of the written notice of termination for ongoing matters, and the sixtieth day for all other matters, together with a description of the cost of the services performed to said date of termination.

SECTION 6: SETOFF

In addition to all other remedies that UCH may have, UCH, in its sole discretion, may setoff (1) any costs or expenses that UCH incurs resulting from the FIRM’s unexcused non-performance under the Agreement and under any other agreement or arrangement that the FIRM has with UCH and (2) any other amounts that are due or may become due from UCH to the FIRM, against amounts otherwise due or that may become due to the FIRM under the Agreement, or under any other agreement or arrangement that the FIRM has with UCH. UCH’s right of setoff shall not be deemed to be UCH’s exclusive remedy for the FIRM’s breach of the Agreement, all of which shall survive any setoffs by UCH.

SECTION 7: TIME OF PERFORMANCE

7.1 The FIRM shall perform the services at such times and in such sequence as may be reasonably directed by the Chief Counsel.

7.2 This Agreement will run from its effective date for an initial term of ____ (__) years with an option to extend, by mutual consent, for up to ____ (__) additional ____ (__) year periods for a total of ____ (__) years. Said extension(s) will be effectuated by written amendments to this Agreement, executed by both parties. *[Dates will be added upon completion of negotiations]*

SECTION 8: REPRESENTATIONS AND WARRANTIES

The FIRM represents and warrants to UCH that:

8.1 The FIRM has duly authorized the execution and delivery of this Agreement and the performance of the contemplated services.

8.2 The FIRM will comply with all applicable State, federal and local laws in satisfying its obligations to UCH under and pursuant to this Agreement.

8.3 The execution, delivery and performance of this Agreement by the FIRM will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any Department; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

8.4 The FIRM shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The FIRM shall insure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

8.5 The FIRM shall not represent any other client if such representation would result in a conflict of interest or otherwise violate or potentially violate Rules 1.7-1.9 of the Rules of Professional Conduct, as they may be amended from time to time. The FIRM will perform a detailed conflict of interest check prior to performing any services under this Agreement on or before the effective date of this Agreement and shall report the result to the Chief Counsel and General Counsel. The Firm will also perform a conflict of interest check each time UCH requests the FIRM to provide legal services on a new matter and report any actual or potential conflicts to the Chief Counsel.

In the event the General Counsel determines that the FIRM's representation of any client constitutes a conflict of interest, as described above, the FIRM shall, within five days of the receipt of notice by the University of Connecticut to the FIRM, propose a plan to resolve the conflict so that the FIRM may represent UCH without violating or potentially violating Rules 1.7-1.9 of the Rules of Professional Conduct, as they may be amended from time to time.

When there is a disagreement between the parties to this Agreement as to whether or not the FIRM has, or may in the foreseeable future have, a conflict of interest as described above, the General Counsel's determination shall be final and dispositive of the issue.

8.6 Unless the Chief Counsel designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the FIRM, or any subcontractor, in the scope of his work under this Agreement shall be deemed to be the exclusive property of UCH and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

8.7 The FIRM may not enter into or retain any business relationships or enterprise in which an employee of UCH holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the General Counsel.

8.8 The FIRM acknowledges that UCH has relied upon all of the FIRM's representations in its Proposal in response to the Solicitation for Outside Legal Counsel for academic medical center projects.

8.9 The FIRM 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 federal or state law. The FIRM shall disclose to UCH immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes it or its principals an "Ineligible Person" at any time during the term of this 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 nonprocurement programs, or ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the Chief Counsel, the FIRM will promptly report on the status of the services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The FIRM, upon the request of the Chief Counsel, shall give to the Chief Counsel, for UCH's permanent records, all original documentation, or, in the sole discretion of the Chief Counsel, copies thereof, filed in, or arising out of, the FIRM's performance of the services. The FIRM shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 8.4, for a period of three (3) years after the termination of this Agreement.

SECTION 10: INSURANCE

10.1 The FIRM shall secure and maintain, at no cost or expense to UCH, a professional liability insurance policy in a form acceptable to UCH, in the minimum amount of Five Million Dollars. This policy shall insure the FIRM against Actions, damages, and costs resulting from negligent acts, errors, and omissions in the work performed by the FIRM on and after the effective date of, and under the terms of, this Agreement.

10.2 No later than the effective date of this Agreement, the FIRM shall furnish to UCH on a form or forms acceptable to the Chief Counsel, a Certificate of Insurance, and amendment(s) thereto, fully executed by an insurance company or companies satisfactory to UCH, for the insurance policy or policies required in subsection 10.1, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

SECTION 11: INDEMNIFICATION

11.1. The FIRM shall indemnify, defend and hold harmless UCH, and its successors and assigns, from and against all actions (pending or threatened and whether at law or in equity) in any forum, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, resulting from (1) misconduct or negligent or wrongful acts (whether of commission

or omission) of the FIRM or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the FIRM while rendering professional services to UCH under this Agreement, or (ii) any breach or non-performance by the FIRM of any representation, warranty, duty or obligation of the FIRM under this Agreement ((i) and (ii), each and collectively, the “Acts”). The FIRM shall use counsel acceptable to UCH in carrying out its obligations under this Section. The FIRM’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the proposal or any records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of this Agreement.

11.2 The FIRM shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against the FIRM arising out of the work performed under this Agreement, or as a defense in any claim, unless specifically authorized to do so in writing by the Chief Counsel.

SECTION 12: CHANGES TO THIS AGREEMENT

12.1 The terms of this Agreement may be amended only by mutual consent of the parties, effectuated by an Amendment in writing and executed by the parties to this Agreement. For purposes of this Section 12, an exchange of emails is not sufficient.

12.2 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable due to lack of or insufficiency of consideration.

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the FIRM shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense: (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and, (ii) such equipment as reasonably necessary or appropriate to fully perform the services to the satisfaction of UCH.

13.2 The personnel shall not be employees of or have any contractual relationship with UCH.

13.3 All the services shall be performed by the FIRM or under its supervision, and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under State or local law to perform the applicable services.

SECTION 14: NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Agreement" and “agreement” include any extension or modification of the Agreement or agreement; (iii) "FIRM" and “firm” include any successors or assigns of FIRM or firm; (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.

(b) (1) FIRM agrees and warrants that in the performance of the Agreement such firm 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such firm 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 firm 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the firm that such disability prevents performance of the work involved; (2) the firm agrees, in all solicitations or advertisements for employees placed by or on behalf of the firm, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the firm agrees to provide each labor union or representative of workers with which the firm has a collective bargaining agreement or other contract or understanding and each vendor with which the firm 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 firm agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the firm 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 firm as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the firm 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 FIRM's good faith efforts shall include, but shall not be limited to, the following factors: The firm'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) FIRM shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) FIRM 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 firm 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 firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the firm 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) FIRM agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

(g) (1) FIRM agrees and warrants that in the performance of the Agreement such firm 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 firm agrees to provide each labor union or representative of workers with which such firm has a collective bargaining Agreement or other contract or understanding and each vendor with which such firm 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 firm's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the firm 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 firm 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 firm which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) FIRM 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 firm 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 firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the firm 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.

SECTION 15: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement

of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the FIRM's request, UCHCFC shall provide a copy of these orders to the FIRM.

SECTION 16: SEEC CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's Notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice below:

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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.

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 and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

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

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the 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 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.

SECTION 17: CONFIDENTIALITY

All of the reports, information, data, and other papers and materials in whatever form prepared or assembled by the FIRM under this Agreement are confidential and may be privileged. The FIRM shall not make them available to any individual or organization without the prior written approval of the Chief Counsel.

SECTION 18: MISCELLANEOUS

18.1 This Agreement, its terms and conditions and claims arising therefrom shall be governed by Connecticut law, without regard to choice of law provisions.

18.2 The FIRM agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the University, UConn Health and/or UCHCFC arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the FIRM 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.

18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid

by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

18.6 The waiver of a term or condition by UCH shall not: (i) entitle the FIRM to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on UCH, not already in the Agreement, as amended, modified or superseded; or (iii) subject UCH to any claims.

18.7 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

18.8 Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut, the University of Connecticut, including UConn Health and all regional campuses or UCHCFC. For avoidance of doubt, neither the State of Connecticut, nor the University of Connecticut, including UConn Health, UCHCFC and all regional campuses shall be required to indemnify the FIRM or any other person or entity in connection with this Agreement.

18.9 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by Federal Express, UPS or similar overnight express service, in either case addressed to the parties below:

If to the FIRM:

NAME:
FIRM:
ADDRESS:
TELEPHONE:
E-MAIL:

If to UCH, the Chief Counsel, as set forth in subsection 2.1 with a mandatory copy to The University of Connecticut Health Center Finance Corporation, Attn: Administrative Manager, 263 Farmington Avenue MC-5338, Farmington, CT 06030, or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

18.10 Where this agreement provides that a decision, determination or act shall be at the direction of, to the satisfaction of, or by the Chief Counsel, or contains similar language, such decision, determination, act or discretion, as with all other acts and conduct of both parties in connection with this Agreement, shall be exercised reasonably and in good faith.

18.11 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

18.12 Time is of the essence in this Agreement.

18.13 If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the FIRM or UCH, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

18.14 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

18.15 When this Agreement provides for written approval by the Chief Counsel, unless otherwise specified, an exchange of emails will satisfy this requirement.

18.16 When this Agreement provides for written approval by the General Counsel, unless otherwise specified, an exchange of emails will satisfy this requirement. Actions required to be taken by the General Counsel may be taken by a designee of the General Counsel.

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

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the dates written below.

FIRM: _____

DATE

By: _____

UNIVERSITY OF CONNECTICUT HEALTH CENTER FINANCE CORPORATION:

DATE

By: _____
SCOTT JORDAN
EXECUTIVE DIRECTOR