### Executive Session to discuss:
- C.G.S. 1-200(6)[E] – Preliminary drafts or notes that the public agency has determined that the public’s interest in withholding such documents clearly outweighs the public interest in disclosure. [1-210(b)(1)]
- C.G.S. 1-200(6)[E] – Records or the information contained therein pertaining to strategy and negotiations with respect to pending claims [1-210(b)(4)]
- C.G.S 1-200(6)(E) – Records, reports and statements privileged by the attorney-client relationship. [1-210(b)(10)]
- C.G.S. 1-200(6)[C] – Records of standards, procedures, processes, software and codes not otherwise available to the public, the disclosure of which would compromise the security and integrity of an information technology system. [1-210(b)(20)]

### Opportunity for Public Comments

None

### Minutes of the June 19, 2019 JACC Meeting

Approval 1

### External Engagements

- **Status of External Engagements**
- **BKD** – Approval to Extend Appointment to Perform the NCAA Agreed-Upon Procedures
- **CohnReznick** – Approval to Extend Appointment to Perform the UConn 2000 Audit and Agreed-Upon Procedures
- **Pharmacy Optimization LLC, dba 340B Compliance Partners** – Approval to Appoint to Perform UConn Health Covered Entities 340B Drug Pricing Program Audit
- **Auditrax LLC, dba Finix** – Retroactive Approval to Appoint to Perform Recovery Audit Services and Accounts Payable Operations Review

Approval 2

### Storrs & UConn Health Significant Compliance Activities

- **Athletics**

Update 3

### Draft Compliance Plan FY20 – UConn and UConn Health

Approval 4

### Draft Audit Plan FY20 – UConn and UConn Health

### UConn Health – EPIC Update

Update 5

### Storrs & UConn Health Significant Audit Activities

- **Status of Audit Assignments**
- **Follow Up Activities**
- **Audit Updates**

Update 6

### Informational/Educational Items

- **Compliance Newsletter – UConn**
- **UConn Health Compliance Matters**

Information Only 7

### Conclusion of Full Meeting

### Information Session with AMAS, University Compliance and External Auditors

The next meeting of the JACC will be held on Friday, December 20, 2019 at 10:00 am

University of Connecticut, Wilbur Cross, North Reading Room, Mansfield Way, Storrs, CT
University of Connecticut
&
University of Connecticut Health Center

Joint Audit & Compliance Committee Meeting
Denis Nayden’s term as a member of the UConn Board of Trustees and Chairman of the JACC ends on June 30, 2019. R. Rubin publicly thanked Trustee Nayden for his years of service.

The meeting of the Joint Audit and Compliance Committee (JACC) was called to order at 10:03 a.m. by Trustee Nayden. 

ON A MOTION made by Trustee Nayden and seconded by Trustee Gouin, the JACC voted to go into executive session to discuss:

- C.G.S. 1-200(6)[E] – Preliminary drafts or notes that the public agency has determined that the public’s interest in withholding such documents clearly outweighs the public interest in disclosure. [1-210(b)(1)]
- C.G.S. 1-200(6)[E] – Records or the information contained therein pertaining to strategy and negotiations with respect to pending claims
- C.G.S. 1-200(6)[E] – Records, reports and statements privileged by the attorney-client relationship. [1-210(b)(10)]
- C.G.S. 1-200(6)[C] – Records of standards, procedures, processes, software and codes not otherwise available to the public, the disclosure of which would compromise the security and integrity of an information technology system. [1-210(b)(20)]

Executive Session was attended by the following: Joint Audit & Compliance Committee members: M. Boxer, T. Freedman, J. Gouin, T. Holt, and D. Nayden; Audit Staff members: C. Chiaputti, T. Dyer, K. Goss, H. Hildebrandt, A. Marsh, G. Perrotti, and E. Zincavage; Compliance Staff members: K. Fearney, K. Hill, and E. Vitullo; Senior Staff: A. Agwunobi, N. Fuerst, J. Geoghegan, S. Jordan, R. Maric, R. Rubin, and J. Shoulson; General Counsel: J. Blumenthal, N. Gelston; Portions of Executive Session were also attended by: C. Gray, A. Jankowski, M. Jednak, K. Metcalf, B. Metz, and M. Mundrane.

The Executive Session ended at 11:07 a.m. and the JACC returned to open session at 11:08 a.m. There were no public comments.

Tab 1 – Minutes of the Meeting

ON A MOTION made by Trustee Nayden and seconded by Director Holt the minutes of the March 7, 2019 JACC meeting were approved.

Tab 2 – External Engagements

C. Chiaputti provided the committee with an update on ongoing external engagements.

ON A MOTION made by Trustee Nayden and seconded by Jeanine Gouin the request for the retroactive appointment of Vizient to conduct the audit of UConn Health’s John Dempsey Hospital (JDH) 340B Drug Pricing Program contract pharmacy services was approved.

K. Metcalf provided a summary of the audit report prepared by Vizient.
Tab 3 – Auditor of Public Accounts

Tab 4 – Significant Compliance Activities
K. Fearney provided an update on compliance activities.

W. Byerly provided an overview of compliance requirements for federally funded research recipients engaging in international collaborations.

Tab 5 – UConn Health – Epic (HealthONE) Update
B. Metz provided the committee with an update on the status of the electronic health record project, Epic.

Tab 6 – UConn & UConn Health Significant Audit Activities
C. Chiaputti provided the JACC with an update on the status of audit assignments (UConn and UConn Health). The JACC reviewed six audits, accepted four audits, and deferred two audits to the September meeting. In addition, Audit and Management Advisory Services had thirteen audits in progress at the end of this reporting period.

The committee received updates on the status of corrective actions.

N. Fuerst reported on the steps taken to address the recommendations in the 2018 internal audit of UConn Health’s Financial Aid Program.

Tab 7 – Informational / Educational Items

• Compliance Chatter;
• Article – Healthcare Business Continuity Management and Disaster Recovery;
• Article – Department of Justice, Evaluation of Corporate Compliance Programs.

There being no further business, ON A MOTION made by Trustee Nayden and seconded by Trustee Boxer, the meeting was adjourned at 11:39 p.m.

Respectfully submitted,

Angela Marsh
University of Connecticut
&
University of Connecticut Health Center

Joint Audit & Compliance Committee Meeting
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Area</th>
<th>Scope</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marcum, LLP</td>
<td>UConn Health</td>
<td>Audits of the John Dempsey Hospital and Dental Clinics (Clinical Programs Fund), including the OHCA filings, UConn Medical Group (UMG) and the University of Connecticut Health Center Finance Corporation for FY2017, 2018 and 2019.</td>
<td>The FY2019 engagement is underway.</td>
</tr>
<tr>
<td>BKD</td>
<td>UConn Athletics</td>
<td>NCAA agreed upon procedures performed on all revenues, expenses, and capital expenditures for or on behalf of the University’s Athletics Program for FY2016, 2017 and 2018. Exercising the option to extend the engagement to include FY2019 and 2020, as allowed by contract.</td>
<td>Request for approval to extend the appointment of BKD to include FY2019 and 2020 will be brought to the JACC at their September 2019 meeting.</td>
</tr>
<tr>
<td>CohnReznick, LLP</td>
<td>UConn &amp; UConn Health</td>
<td>Annual audit of UCONN 2000 substantially complete projects and annual agreed upon procedures for FY2016, 2107 and 2018. Exercising the option to extend the engagement to include FY2019 and 2020, as allowed by contract.</td>
<td>Request for approval to extend the appointment of CohnReznick to include FY2019 and 2020 will be brought to the JACC at their September 2019 meeting.</td>
</tr>
<tr>
<td>Pharmacy Optimization Consultants LLC, dba 340B Compliance Partners</td>
<td>UConn Health</td>
<td>Audit of UConn Health’s Covered Entities (CE) 340B Drug Pricing Program for the period January 1 2009 to June 30, 2019. This engagement will include an audit of the CE’s contract pharmacy arrangements required by Health Resources and Services Administration (HRSA).</td>
<td>Request for approval to appoint 340B Compliance Partners will be brought to the JACC at their September 2019 meeting.</td>
</tr>
<tr>
<td>Auditrax, LLC dba Finix</td>
<td>UConn Health</td>
<td>Recovery audit services for 2015 through 2018. These services included reviewing Accounts Payable operations to identify opportunities to enhance controls and recover funds from inappropriate payments.</td>
<td>Request for retroactive approval to appoint Finix and overview of engagement will be brought to the JACC at their September 2019 meeting.</td>
</tr>
</tbody>
</table>
TO: Members of the Joint Audit and Compliance Committee (JACC)

FROM: Cheryl Chiaputti
Chief Audit Executive

DATE: September 25, 2019

SUBJECT: Approval to Extend the Appointment of BKD - NCAA Financial Agreed Upon Procedures

RECOMMENDATION

That the JACC approve an extension of the appointment of BKD to provide audit services for the years ended June 30, 2019 and 2020. These services include reporting on the application of agreed-upon procedures in compliance with NCAA Financial Reporting Requirements. The proposed fee for the fourth year (FY2019) of the engagement is $27,352 for performing agreed upon procedures detailed in the attachment to the engagement letter plus a 4% administrative fee of $1094 for a total combined fee of $28,446.

The fee for the fifth and final year of this contract may increase based on hourly rate increases in an amount not to exceed the appropriate Consumer Price Index and/or changes in duties and responsibilities due to new rules, regulations or accounting and auditing standards.

BACKGROUND

NCAA Constitution 3.2.4.15 and 3.2.4.15.1 require that “an institution shall submit financial data detailing operating revenues, expenses and capital related to its intercollegiate athletics program to the NCAA on an annual basis in accordance with the financial reporting policies and procedures ... The report shall be subject to annual agreed-on verification procedures approved by the membership (in addition to any regular financial reporting policies and procedures of the institution) and conducted by a qualified independent accountant who is not a staff member of the institution and who is selected by the institution’s chancellor or president or by an institutional administrator from outside the athletics department designated by the chancellor or president. The independent accountant shall verify the accuracy and completeness of the data prior to submission to the institution’s chancellor or president and the NCAA. The institution’s chancellor or president shall certify the financial report prior to submission to the NCAA.”

On September 27, 2016 the JACC approved a 3-year contract with the accounting firm, BKD, to perform and report on agreed-upon procedures in compliance with The National Collegiate Athletic Association (NCAA) Financial Reporting Requirements for the fiscal years ending June
30, 2016, 2017 and 2018. In accordance with the terms of the contract, the University may elect to utilize BKD to provide NCAA financial audit services for up to five consecutive years.

The Office of Audit and Management Services seeks JACC approval of this engagement.

Approved by the Joint Audit & Compliance Committee at their ___________ meeting
September 6, 2019

Mr. Scott Jordan
Executive Vice President for Administration
and Chief Financial Officer
University of Connecticut
352 Mansfield Road, Unit 1122
Storrs, CT 06269-1122

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the following specified users: UNIVERSITY OF CONNECTICUT (University) (specified party). These services will be performed pursuant to that certain Purchasing Agreement for the National Collegiate Athletic Association (NCAA) Financial Auditing Services entered into by and between the University and BKD, LLP (“BKD” or “we”), dated as of October 10, 2016 (the “Agreement”). This letter, together with any attachments to this letter, shall constitute SOW #4 for purposes of the Agreement (this “SOW #4”).

ENGAGEMENT OBJECTIVES AND SCOPE

We will apply the procedures enumerated in the attachment to this letter/SOW to assist the University in complying with the NCAA Bylaw 3.2.4.16 for the year ended June 30, 2019. The sufficiency of these requested procedures is solely the responsibility of the specified parties listed above. Consequently, we make no representation regarding the sufficiency of the procedures for the purpose for which the report has been requested or for any other purpose.

Because we have not been engaged to conduct an examination or review, we will not express an opinion or conclusion, respectively, on complying with the NCAA Bylaw 3.2.4.16. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this letter/SOW #4.

OUR RESPONSIBILITIES

We will conduct our agreed-upon procedures engagement in accordance with attestation standards established by the American Institute of CPAs.
Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud and illegal acts. However, we will inform you of any such matters, if material, that come to our attention.

We will submit a report summarizing the procedures performed and the results of those procedures. The report is intended solely for the information and use of the University and is not intended to be and should not be used by anyone other than these specified parties.

Mary McKinley, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.

**YOUR RESPONSIBILITIES**

It should be understood that the management of the University is responsible for the proper recording of transactions and preparation of financial statements. Management of the University is also responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter and detect fraud and illegal acts. Management of the University is also responsible for identifying and ensuring compliance with laws and regulations applicable to its activities and for establishing and maintaining effective internal control over compliance.

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming the availability of this information, the written assertion(s), certain representations made during the engagement and acknowledging certain responsibilities outlined in this engagement letter.

**OTHER SERVICES**

We may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of those services, including any findings that may result. You also acknowledge those services are adequate for your purposes, and you will establish
and monitor the performance of those services to ensure they meet management’s objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and you will have determined this individual is qualified to conduct such oversight.

**ENGAGEMENT FEES**

Our fees for our services under this letter/SOW #4 will be $27,352. In addition, you will be billed fees for services from other professionals, if any, as well as an administrative fee of 4% to cover such items as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our fees are based upon the understanding that the personnel of the University will be available to assist us. Assistance is expected to include:

- Preparing schedules and analysis
- Responding to inquiries
- Pulling selected documents from files
- Helping to resolve any difficulties encountered

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the engagement begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the engagement depends on timely and accurate schedule and analyses preparation and on the availability of the University personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase. If these circumstances occur, we will promptly notify you to discuss alternative solutions and impact on our fees.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.
If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

This engagement letter/SOW #4 represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of BKD, LLP have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

We are an independent accounting firm allowed to use the name “Praxity” in relation to our practice. We are not connected by ownership with any other firm using the name “Praxity,” and we will be solely responsible for all work carried out by us on your behalf. In deciding to engage us, you acknowledge that we have not represented to you that any other firm using the name “Praxity” will in any way be responsible for the work that we do.
We will be pleased to discuss this letter with you at any time and look forward to the opportunity of serving you. If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a “duplicate original” of this agreement.

BKD, LLP

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

UNIVERSITY OF CONNECTICUT

BY

Scott Jordan
Executive Vice President for Administration
Chief Financial Officer

DATE ____________________________

Attachment
University of Connecticut
Agreed-Upon Procedures
Attachment to Engagement Letter Dated July 3, 2019
For the Year Ended June 30, 2019

We will obtain the statement of revenue and expenses (Statement), as prepared by the administration of the University of Connecticut (University). We will compare the amounts disclosed in the Statement to the University’s general ledger. For relevant revenue and expense categories, we will perform the following:

1. We will compare the amount of each operating revenue and expense category reported in the Statement during the year ended June 30, 2019, to supporting schedules provided by the administration of the University. We will recalculate the totals per the supporting schedules. The following revenue reporting categories are expected to be less than 4.0% of total revenues and the following expense categories are expected to be less than 4.0% of total expenses and, therefore, no procedures will be required for these categories:

Revenues

a. Indirect institutional support revenue – athletic facilities debt service, lease and rental fees
b. Guarantees
c. Contributions
d. National Collegiate Athletic Association (NCAA) distributions
e. Media rights
f. Compensation and benefits provided by a third party
g. Program sales, concessions, novelty sales and parking
h. Sports camp revenues
i. Athletics restricted endowment and investments income
j. Other operating revenues

Expenses

k. Guarantees expense
l. Severance
m. Recruiting
n. Equipment, uniforms and supplies
o. Spirit groups expense
p. Athletic facilities debt service, leases and rental fees
q. Direct overhead and administrative expenses
r. Medical expenses and medical insurance
s. Memberships and dues expense

t. Student-athlete meals (nontravel)

Other Reporting Items

u. Transfers to the University

2. We will inquire of the University’s management whether there were any revenues, expenses or other reporting items listed above during the year ended June 30, 2019.

3. We will compare each revenue and expense amount to prior year amounts and current year budget estimates. We will obtain and document an understanding of any significant variances (significant defined as a 10% change) from prior year amounts or current year budget estimates. We will report the analysis in the agreed-upon procedures report.

Operating Revenues

4. Ticket sales – We will compare the detail of tickets sold, complementary tickets provided and unsold tickets per the supporting schedules during the year ended June 30, 2019, to the related revenue reported in the Statement.

5. Student fees – We will compare the amount of student fees approved and documented in board materials for the year ended June 30, 2019, with the amount per the Statement. We will obtain and document an understanding of the University’s methodology for allocating student fees to the Division of Athletics.

6. Direct institutional support – We will compare the direct institutional support recorded by the University during the reporting period with the institutional supporting budget transfers documentation and other corroborative supporting documentation and recalculate totals.

7. Conference distributions and conference distributions of bowl generated revenues – We will obtain and read agreements related to the University’s conference distributions and participation in revenue from tournaments during the reporting period to gain an understanding of the relevant terms and conditions. We will obtain a supporting schedule relating to the University’s allocation of revenues for regular season football television, American Athletic Conference football championship game, post-season bowl games, regular season basketball games, the American Athletic Conference basketball tournament and the NCAA basketball tournament. We will recalculate the totals per the supporting schedule and agree the related revenues to those per the Statement. We will compare the amount per the supporting schedule for American Athletic Conference distributions to correspondence from the American Athletic Conference.
University of Connecticut  
Agreed-Upon Procedures  
Attachment to Engagement Letter Dated July 3, 2019  
For the Year Ended June 30, 2019  

8. Royalties, licensing, advertisements and sponsorships – We will obtain all agreements related to the University’s participation in revenues from royalties, licensing, advertisements and sponsorships during the year ended June 30, 2019, and gain an understanding of the relevant terms and conditions. We will agree the terms of the IMG contract to the supporting schedule of such revenues and agree the supporting schedule to the Statement.  

Operating Expenses  

9. Athletic student aid – We will select a sample of students (10% of the total student-athletes for institutions that have used NCAA’s compliance assistant (CA) software to prepare athletic aid detail with a maximum of 40 and 20% of total student-athletes for institutions that have not used NCAA’s compliance assistant software, with a maximum sample size of 60) from the listing of University student aid recipients during the reporting period. Data should be captured by the institution through the creation of a squad/eligibility list for each sponsored sport. We will obtain individual student account detail for each selection and compare total aid to data per the NCAA’s CA software or the NCAA’s Membership Financial Reporting System. We will also compare the following per the student’s account detail to data per the NCAA’s CA software or the NCAA’s Membership Financial Reporting System:  

a. We will compare the equivalency value in the CA software for each student-athlete (rounded to two decimal places) to supporting documentation.  
b. We will note whether grants-in-aid were calculated by using the revenue distribution equivalencies by sport and in aggregate (athletic grant amount divided by the full grant amount).  
c. We will note whether other expenses related to attendance (also known as gap money or cost of attendance) are included in grants-in-aid revenue distribution equivalencies. Only tuition, fees, room, board and course-related books are countable for grants-in-aid revenue distribution per Bylaw 20.02.07.  
d. We will note whether full grant amount is entered as a full year of tuition, not a semester or quarter.  
e. We will note whether the award for student-athletes who participated in more than one sport are only included in one sport’s award.  
f. We will note whether athletics grants are only for sports in which the NCAA conducts championships competition, emerging sports for women and bowl subdivision football.  
g. We will note whether grants-in-aid are for sports that meet the minimum contests and participants’ requirements of Bylaw 20.9.6.3.
h. We will note whether any selections representing grants to student-athletes listed on the CRDE as “Exhausted eligibility (fifth-year)” or “Medical” receive credit in the grants-in-aid component.

i. We will note whether any sports were discontinued during the fiscal year.

j. We will note whether the selected student received a Pell Grant and, if so, we will note whether the value of the grant was excluded from the calculation of equivalencies or the total dollar amount of student athletics’ aid expense for the University.

k. We will note whether the selected student received a Pell Grant and, if so, we will note whether the student’s grant was excluded from the total number and total dollar value of Pell Grants reported for Revenue Distribution purposes in the NCAA Membership Financial Reporting System.

10. Coaching salaries, benefits and bonuses paid by the University and related entities – We will obtain a listing of coaches employed by the University during the year ended June 30, 2019. We will select a sample of four coaches’ contracts that include football, men’s and women’s basketball and one other sport. We will agree the financial terms and conditions of each selection to the related coaching salaries, speaking fees, automobile stipends and bonuses recorded by the University in the summary payroll registers and in the Statement during the year ended June 30, 2019. We will inquire of University management whether there were any coaches employed by related entities.

11. Support staff/administrative salaries, benefits and bonuses paid by the University and related entities – We will select a sample of four athletic support staff/administrative personnel employed by the University. We will obtain supporting salary information per the Kuali Financial System (KFS) system for each selection and agree the information to supporting schedules and to the expense recorded by the University in the Statement. We will inquire of University management whether there were any coaches employed by related entities.

12. Team travel – We will obtain documentation of the University’s team travel policies and compare them to the NCAA’s policies. We will obtain supporting schedules for team travel expenses and compare them to the Statement.

13. Game expenses – We will obtain and agree supporting schedules for game expenses to the Statement. We will select two of the largest contracts and agree the amounts per the contracts to the supporting schedules.

14. Other operating expenses and transfers to the University – We will obtain the supporting schedules for other operating expenses and transfers to the University to the Schedule. We will select a sample of one expense and compare the selected item to invoices and supporting schedules and agree the information to expense recorded by University management.
Additional Minimum Procedures

For Grants-in-Aid:

We will compare and agree the sports sponsored reported in the NCAA Membership Financial Reporting System to the Calculation of Revenue Distribution Equivalencies Report (CRDE) from CA or equivalent supporting equivalency calculations from the University. If there is a discrepancy in the sports sponsored between the NCAA Membership Financial Reporting System and the CRDE or equivalent supporting equivalency calculations, we will inquire of the University’s management about the discrepancy and document the response.

We will compare current year Grants-in-Aid revenue distribution equivalencies to prior year reported equivalencies per the Membership Financial Report submission. We will inquire and document an explanation for any variance greater than +/- 4%.

For Sports Sponsorship:

We will obtain the University’s Sports Sponsorship and Demographics Forms Report for the reporting year. We will compare the countable sports reported by the University with the minimum requirements set forth in Bylaw 20.9.6.3 for the number of contests and the number of participants in each contest that is counted toward meeting the minimum-contest requirement. Post-season contests are not countable toward the contest requirements, only the regular season. If the University requested and/or received a waiver related to minimum contests or minimum participants for a particular sport, that sport would not qualify as a sponsored sport for the purposes of revenue distribution. Also, only sports in which the NCAA conducts championships competition, emerging sports for women and bowl subdivision football are eligible. We will note whether the University has reported these sports as countable for revenue distribution purposes within the NCAA Membership Financial Reporting System.

We will compare current year number of Sports Sponsored to prior year reported total per the Membership Financial Report submission. We will inquire and document an explanation for any variance.
University of Connecticut
Agreed-Upon Procedures
Attachment to Engagement Letter Dated July 3, 2019
For the Year Ended June 30, 2019

For Pell Grants:

We will agree the total number of Division I student-athletes who, during the academic year, received a Pell Grant award, e.g., Pell Grant recipients on Full Grant-in-Aid, Pell Grant recipients on Partial Grants-in-Aid and Pell Grant recipients with no Grants-in-Aid, and the total value of these Pell Grants reported in the NCAA Membership Financial Reporting System, to a report generated from the University’s financial aid records, of all student-athlete Pell Grants.

We will compare current year Pell Grants total to prior year reported total per the Membership Financial Report submission. We will inquire and document an explanation for any variance greater than +/- 20 grants.

Agreed-Upon Procedures Related to Affiliated and Outside Organizations

15. The University will identify all intercollegiate athletics-related outside organizations incurring expenses on behalf of the Division of Athletics that were not under University’s accounting control. We will obtain statements of expenses incurred on behalf of the Division of Athletics. We will agree the amounts reported in those statements to inclusion in the Statement.

16. We will obtain the audited financial statements of the University of Connecticut Foundation, Inc. and the related internal control observations letter and the compiled statements of the UConn Club as of and for the year ended June 30, 2019, noting any matters that would significantly affect the Statement.

Minimum Agreed-Upon Procedures for Other Reporting Items

17. We will inquire of the University’s management whether there were excess transfers to the University or conference realignment expenses.

18. We will inquire of the University’s management whether there was any athletics-related debt. If there is athletics-related debt, we will recalculate the annual maturities and agree total outstanding athletics-related debt to supporting documentation and the University’s general ledger.

19. We will inquire of the University’s management whether there was any institutional debt. If so, we will agree the amounts to supporting documentation and the University’s general ledger.

20. We will inquire of the University’s management whether there were any athletics-dedicated endowments. If so, we will agree the amounts to supporting documentation and the University’s general ledger.
21. We will inquire of the University’s management whether there were any institutional endowments. If so, we will agree the amounts to supporting documentation and the University’s general ledger.

22. We will inquire of the University’s management whether there were any athletics-related capital expenditures. If so, we will select a sample of one expenditure from the general ledger detail and agree the amount to supporting documentation.

Agreed-Upon Procedures Related to Internal Control

23. We will make inquiries of the Office of the Controller and Division of Athletics personnel relating to any changes during the current fiscal year in the procedures and internal accounting controls unique to the Division of Athletics.
TO: Members of the Joint Audit & Compliance Committee

FROM: Cheryl Chiaputti
Chief Audit Executive

DATE: September 25, 2019

SUBJECT: Approval to Extend the Appointment of CohnReznick, LLP – UConn 2000 Audit and Agreed-Upon Procedures

RECOMMENDATION

That the JACC approve an extension of the appointment of CohnReznick to perform and report on UCONN 2000 expenditures for the years ended June 30, 2019 and 2020. The total proposed fee for the fourth year (the 2019 fiscal year) of the engagement is $150,500 which includes $95,000 for performing an audit of the construction expenditures of substantially complete UConn 2000 projects for the year ended June 30, 2019; $48,500 for performing agreed-upon procedures (AUP) detailed in the attachment of the engagement letter; $5000 for a separate AUP report for projects funded by State of Connecticut General Obligation Bonds and those funded by University of Connecticut Special Obligation Student Fee Revenue Bonds; plus an administrative fee of $2,000.

The fee for the fifth and final year of this contract may increase or decrease based on modest hourly rate increases, the number of projects substantially completed and total expenditures for the period.

BACKGROUND

Section 10a-109z of the Connecticut General requires that “the Board of Trustees for the University of Connecticut shall select and appoint independent auditors, as defined in subdivision (7) of section 4-230, to annually conduct an audit of any project of UConn 2000, as defined in subdivision (25) of section 10a-109c. Such audit shall review invoices, expenditures, cost allocations and other appropriate documentation in order to reconcile project costs and verify conformance with project budgets, cost allocation agreements and applicable contracts. The Board of Trustees for The University of Connecticut shall ensure that the auditors have unfettered access to any documentation the auditors need to review any such project. The auditors appointed pursuant to this section may serve in such capacity for five consecutive years and shall not be reappointed at the expiration of such period. Any such auditor appointed pursuant to this section shall not perform any nonaudit services for the university during such
period. The auditors shall report annually to the General Assembly on their findings from the audits conducted pursuant to this section.”

On September 27, 2016, the Joint Audit and Compliance Committee (JACC) approved a 3-year contract with the accounting firm, CohnReznick, to perform and report on UCONN 2000 expenditures for the 2016 through 2018 fiscal years. In accordance with the terms of the contract and prevailing legislation, the University may elect to utilize the services of CohnReznick to conduct subsequent audits (the 2019 and 2020 fiscal years) of UConn 2000 project expenditures on an annual basis for a total of five consecutive years.

The projects included in the annual audits and AUPs were funded by University of Connecticut General Obligation Bonds, State of Connecticut General Obligation Bonds or University of Connecticut Student Fee Special Revenue Bonds for certain fiscal years. On March 7, 2019, due to statutory reporting requirements specific to UConn 2000 projects funded by University of Connecticut General Obligation Bonds, the JACC approved the University’s request that CohnReznick issue separate audit and AUP reports for the projects funded by State of Connecticut General Obligation Bonds and those funded by University of Connecticut Special Obligation Student Fee Revenue Bonds for the 2018 fiscal year.

The Office of Audit and Management Advisory Services seeks JACC approval for this engagement.

Approved by the Joint Audit & Compliance Committee at their __________ meeting
TO: Members of the Joint Audit & Compliance Committee

FROM: Cheryl Chiaputti
Chief Audit Executive

DATE: September 25, 2019

SUBJECT: Appointment of Pharmacy Optimization Consultants LLC, dba 340B Compliance Partners, to Conduct an Independent Audit for UConn Health Covered Entities

RECOMMENDATION

That the JACC approve the appointment of Pharmacy Optimization Consultants LLC, dba 340B Compliance Partners (340B Compliance Partners), to conduct an audit of three UConn Health Covered Entities (CE): John Dempsey Hospital; Division of Infectious Diseases/Infectious Disease Clinic (Ryan White Part A); and Hemophilia Treatment Center for the six month period from January 1, 2019 to June 30, 2019.

As detailed is the attached scope outline, the audit will evaluate the three CE’s compliance with Health Resources and Services Administration (HRSA) rules and regulations applicable to the 340 Drug Pricing Program. In addition to the audit of the CE’s contract pharmacy arrangements required by HRSA, the audit will include a review of 340B policies and procedures and documentation for each CE’s eligibility, 340B universe, eligible Providers, 340B drug purchasing, self-disclosure and Medicaid billing.

The proposed fees for each CE audit are: John Dempsey Hospital, $28,500; Division of Infectious Diseases/Infectious Disease Clinic (Ryan White Part A), $13,000; Hemophilia Treatment Center, $8,500. The combined total fee for this engagement is $50,000 and the engagement term is approximately October 15, 2019 through December 15, 2019.

BACKGROUND

UConn Health CEs have elected to dispense 340B drugs to patients through contract pharmacy arrangements.

Federal Register Vol. 75, No. 43 Notice Regarding 340B Drug Pricing Program — Contract Pharmacy Services issued guidelines that govern the operation and compliance of contract pharmacies for 340B covered entities. These guidelines require that “Covered entities are responsible for ensuring compliance of their contract pharmacy arrangement(s) with all 340B Program requirements. In order to fulfill the ongoing obligation of compliance, all covered entities are required to provide oversight of the contract pharmacy, maintain auditable records
and are expected to conduct annual audits of their contract pharmacies, completed by an independent auditing firm”.

The engagement with 340B Compliance Partners, is designed to fulfill the audit requirement. The Office of Audit and Management Services seeks JACC approval of this engagement.

Approved by the Joint Audit & Compliance Committee at their __________meeting
JACC External Audit Engagement for
Independent 340B Drug Program Audit for UConn Health Covered Entities

General Scope Outline

The Independent Compliance Audit Scope will review a six month period from January 1, 2019 to June 30, 2019 where the three different Covered Entities (CE) listed below will be evaluated per the current HRSA rules and regulations.

<table>
<thead>
<tr>
<th>COVERED ENTITY</th>
<th>340B ID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UConn Health- John Dempsey Hospital (Parent)</strong></td>
<td>DSH070036</td>
</tr>
<tr>
<td>UConn Health- Cardiology (Child)</td>
<td>DSH070036A</td>
</tr>
<tr>
<td>UConn Health- Dermatology (Child)</td>
<td>DSH070036B</td>
</tr>
<tr>
<td>UConn Health- Outpatient Psychiatry Service (Child)</td>
<td>DSH070036C</td>
</tr>
<tr>
<td>UConn Health- Storrs Psychiatry Service (Child)</td>
<td>DSH070036D</td>
</tr>
<tr>
<td>UConn Health- Medical Services/Cardiology (Child)</td>
<td>DSH070036E</td>
</tr>
<tr>
<td>UConn Health- Surgical Center (Child)</td>
<td>DSH070036F</td>
</tr>
<tr>
<td>UConn Health- Neag Cancer Center (Child)</td>
<td>DSH070036G</td>
</tr>
<tr>
<td>UConn Health- Canton Urgent Care (Child)</td>
<td>DSH070036H</td>
</tr>
<tr>
<td>UConn Health- Canton Dermatology (Child)</td>
<td>DSH070036J</td>
</tr>
<tr>
<td><strong>UConn Health- Division of Infectious Diseases / Infectious Diseases Clinic (Ryan White Part A)</strong></td>
<td>RWI06030</td>
</tr>
<tr>
<td><strong>UConn Health- Hemophilia Treatment Center</strong></td>
<td>HM06030</td>
</tr>
</tbody>
</table>

1. Policy and Procedure Review- Review 340B policies and procedures that address procurement, distribution, dispensing, inventory management, audit documentation procedures, patient eligibility, accumulation and administration of the 340B program.
   A. Description of CE’s registration/recertification process
   B. Process for ensuring that the 340B OPAIS record is up-to-date and accurate for the parent, applicable off-site outpatient facilities and contract pharmacies (including regular review and timely update of 340B OPAIS records)
   C. Process for determining what sites are eligible; Address whether each service area in which 340B drugs are purchased, ordered, or provided is included on the grant or reimbursable on the CE’s most recently filed Medicare cost report (MCR)
   D. Description of procurement process (including contract pharmacy)
   E. Prevention of GPO violations (for DSH CE only)
   F. Definition for any exclusions to the definition of covered outpatient drugs (i.e. bundled drugs, orphan drugs, or inpatient drugs)
   G. CE’s process for conducting oversight of its contract pharmacies listed on the HRSA website:
      i. Internal audits
      ii. Independent audits
   H. How the CE accounts for 340B inventory or accumulation, if applicable (if physical inventory vs. virtual inventory replenishment)
   I. Prevention of diversion at CE – Process for confirming the following:
      i. Site eligibility location
      ii. Referral/responsibility of care remained with CE
      iii. Medical/patient health record
      iv. Patient eligibility (including status change)
      v. Provider eligibility (relationship)
      vi. Service in the scope of grant (non-hospital)
      vii. Documenting and accounting for wastage of a drug not administered
J. Prevention of diversion at contract pharmacy - Process for confirming the following:
   i. Site eligibility location
   ii. Referral/responsibility of care remained with CE
   iii. Medical/patient health record
   iv. Patient eligibility
   v. Provider eligibility (relationship)
   vi. Service in the scope of grant (if applicable / non-hospital)

K. Mechanism to prevent duplicate discounts at CE and off-site facilities for:
   i. Physician administration
   ii. Outpatient prescriptions
   iii. Billing multiple state Medicaid agencies, if applicable

L. Mechanism to prevent duplicate discounts at contract pharmacies for outpatient prescriptions

M. When and how CE would self-disclose and CE’s definition of non-compliance material breach

2. Review CE Eligibility Documentation
   DSH:
   A. A listing of locations where health care services are provided to individuals for which the hospital deems itself responsible for the health care services provided for purposes of meeting 340B eligibility including physical address.
   B. The applicable MCRs that were most recently filed to the audit period.
   C. If the hospital utilizes 340B drugs at offsite outpatient facilities, provide the trial balance that was submitted to CMS with the MCR(s). For each MCR and corresponding trial balance, include a trial balance crosswalk. The trial balance crosswalk includes the name of each offsite outpatient facility, the routine service line number on the MCR Worksheets A and C, the department code, and the location code or shorthand used to identify the site in the electronic health record (EHR).
   D. If the hospital has a contract with a State or local government to provide health care services to low income individuals, provide a copy of that contract. If a hospital is owned or operated by the government or granted government powers, include documentation showing the ownership or government powers.

   Non-Hospitals:
   A. A listing of locations where health care services are provided to individuals for which the non-hospital deems itself responsible for the health care services provided for purposes of meeting 340B eligibility including physical address.
   B. Notice of Grant Award (NGA) and/or sub grantee documentation, or FQHC-LA designation or FQHC-638 compact agreement.

3. 340B Universe review for each CE
   A. Include a narrative describing the methodology, by which the data was gathered, and any limitations or exclusions (e.g. whether reversed transactions, or any other elements, were excluded or other 340B orders or dispenses, were direct purchases included or other purchasing mechanisms). Define each area(s) of service on the spreadsheet(s) with column headings name and indicate which area the spreadsheet represents.
   B. Provide a listing of all 340B drug orders and administrations provided to patients from the parent site, offsite facilities/child sites, and pharmacies (in-house/entity-owned and contracted) during the sample period (preferable in Excel format or another electronic format). Include the following data elements in the listing:
      i. The drug/product name/NDC
      ii. The acquisition price
iii. The type of account the drug was purchased through, purchase account and the associated 340B ID number
iv. The quantity issued
v. The patient ID number (this is typically the medical record number or date of birth, but can be any number you assigned that will allow tracking through CE’s system to retrieve all information associated with the order)
vi. The payer (all payers including Medicaid)
vii. The date of the order (mixed-use pharmacy) or date(s) written and filled (in-house/entity-owned or contract pharmacy)
viii. The ordering provider
ix. The location/site 340B drug was administered/ordered (mixed-use pharmacy) or prescribed (in-house or contract pharmacy)
x. The date the drug was administered, or dispensed

A sample of prescriptions will be selected for testing while the audit team is on site. For the selected items, individual records will need to be available in either electronic or paper format. If electronic health records (EHRs) are utilized, please provide an individual with system knowledge to navigate the EHR.

4. **Provider List Review**
   A list of the CE’s eligible providers, to include first name, last name, NPI and whether employed/contracted (preferable in Excel format). Review of proof of employment, contract, or credentialing for providers during the audit.

5. **Purchasing Documentation Review**
   A. Listing of CE’s wholesalers and 340B drug purchase orders made between dates of selected time frame, including price paid.
   B. Listing of all accounts used to purchase drugs for the parent, off-site facilities, and contract pharmacies, which includes locations dispensing or distributing 340B drugs and a description of the applicable pricing (340B - with 340B ID identified on account listing, GPO, WAC, CSOS, other).

6. **Contract Pharmacy Documentation Review**
   Listing of contract pharmacies, and the current contracts that:
   A. Individually identify by name and address each registered contract pharmacy location participating in the contract pharmacy arrangement; and
   B. Individually identify each CE location by name and address or have a general statement that inclusively identifies the parent and all CE location(s), participating in the contract pharmacy arrangement.

7. **Self-Disclosure Documentation Review**
   A. A copy of any self-disclosures made to the Office of Pharmacy Affairs since the beginning of the audit timeframe.

8. **Medicaid Billing Documentation Review**
   For each CE 340B ID that carves-in (provides 340B drugs to patients with fee-for-service Medicaid), will review the Medicaid billing numbers (e.g. national provider identifier or state-assigned billing number) that are listed on the paper or electronic claim to Medicaid to identify the “pay-to” provider. Review will include out-of-state Medicaid billing numbers and the state associated with that number, where applicable.
TO: Members of the Joint Audit & Compliance Committee

FROM: Cheryl Chiaputti
Chief Audit Executive

DATE: September 25, 2019

SUBJECT: Appointment of Auditrax, LLC dba Finix to Provide Recovery Audit Services

RECOMMENDATION

That the JACC retroactively approve the appointment of Auditrax LLC, dba Finix (Finix) to provide recovery audit services for 2015 through 2018. These services included reviewing Accounts Payable operations to identify opportunities to enhance controls and recover funds from inappropriate payments.

UConn Health agreed to compensate Finix a flat 20% contingency fee calculated as a percentage of claims for successful recovery and cash collections received and applied by UConn Health for recovery audit services rendered pursuant to the contract. To date, UConn Health has paid Finix approximately $14,000 and based on the contingency fee methodology described above, the total fee for this engagement will not exceed $35,000. The initial contract term is October 1, 2018 through September 30, 2019. The contract may renewed at UConn Health’s option for one six month extension period.

BACKGROUND

Beginning in November 2017, a bid process was conducted through the UConn Health Purchasing Department to select a firm to provide recovery audit services for a four year period. One qualified firm, Finix, submitted a proposal.

The Office of Audit and Management Services seeks JACC approval of this engagement.

Approved by the Joint Audit & Compliance Committee at their __________ meeting
THIS CONTRACT is made and entered into by and between AUDITRAX LLC DBA FINIX, with its principal place of business at 100 Grandville Avenue SW, Suite 201 Grand Rapids, MI 49503 (hereinafter “Contractor”), and the UNIVERSITY OF CONNECTICUT HEALTH CENTER on behalf of itself and its Affiliates, 263 Farmington Avenue, Farmington, CT 06030 (hereinafter “UConn Health”). Contractor and UConn Health may also be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, Contractor responded to UConn Health’s bid number UCHC5-96059956 for Accounts Payable Third Party Recovery Audit Services (“Recovery Audit Services”); and

WHEREAS, the Parties hereto desire to enter into a contract articulating their respective rights and responsibilities regarding UConn Health’s procurement of Contractors’ Recovery Audit Services for UConn Health’s entire health system for the last four (4) fiscal years. Such Recovery Audit Services shall serve to identify opportunities to recover funds from the following transactions, but are not limited to: duplicative payments to suppliers, incorrect payments to suppliers, overpayments, incorrect pricing, erroneous freight and other add-on charges, contract compliance including missed rebates, billing over contract price, sales tax, missed or incorrect discounts, incorrect currency or conversion errors. Contractor shall produce reports on AP operations including an analysis of overall function and areas for recommended improvement including a detailed list of potential recoupments which Contractor will pursue on UConn Health’s behalf as more specifically set forth in this Contract, and in Exhibit A as well as the relevant Proposal that occasioned this Contract, all of which are incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise indicated, for the purpose of this Contract, the following terms shall have the following corresponding definitions:

1.1 Affiliate: Any person or entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with another person or entity.

1.2 AP: UConn Health Systems Accounts Payable Department or Accounts Payable Operations.

1.3 Applied: A posting transaction which can be applied to our books or accounts as a repayment or reduction on account or credit.

1.4 Breach: Failure, without legal excuse, to perform any promise or to carry out any of the terms of this Contract.

1.5 Business Day: All calendar days other than Saturdays, Sundays and days observed as holidays by the State of Connecticut.

1.6 Calendar Day: All calendar days, including Saturdays, Sundays and holidays.

1.7 Cancellation: An end to this Contract effected pursuant to a right that this Contract creates due to a Breach.

1.8 Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.9 Contract: This agreement between Contractor and UConn Health, including all of its terms and conditions, and any exhibits or attachments referenced or attached herein.

1.10 Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them, or any other person or entity with whom Contractor is in privity of oral or written contract if Contractor intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, any subcontractors. The term “Contractor” as utilized herein includes all Contractor Parties, unless the context of the provision clearly indicates otherwise.

1.11 Existing Intellectual Property: All intellectual property other than New Intellectual Property.

1.12 Expiration: An end to this Contract due to the completion in full of the mutual performances of the Parties or due to this Contract’s term being completed.

1.13 Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to perform and are outside the control of the Party asserting that such an event has occurred, including, but not limited to, disasters, riots, acts of God, insurrection or war.
1.14 **Goods:** All things which are movable at the time that this Contract is effective and that are to be delivered pursuant to this Contract, which include, without limitation, supplies, materials and equipment, as set forth herein.

1.15 **New Intellectual Property:** All patents, copyrights, industrial design rights, trademarks, trade dress, trade secrets, reports, data, or other tangible work first created, acquired, or reduced to practice in connection with this Contract.

1.16 **Proposal:** A response to a Solicitation.

1.17 **Proposer:** A person or entity that submits a Proposal.

1.18 **Records:** All working papers and such other information and materials created or accumulated by Contractor in performing this Contract, including, but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including, but not limited to New Intellectual Property. All Records are deemed property of UConn Health.

1.19 **Solicitation:** A UConn Health request inviting bids, quotes, proposals or qualifications.

1.20 **Services:** Recovery Audit Services and the performance of labor or work, as set forth herein.

1.21 **Specifications:** All requirements UConn Health has for Goods and/or Services that will be delivered hereunder, whether those requirements are found in this Contract, the Solicitation, the Proposal, on purchase orders, or as otherwise agreed between the Parties.

1.22 **State:** The State of Connecticut, all constituent units of higher education including UConn Health, and any office, department, board, council, commission, institution or agency of the State.

1.23 **Supplier:** Supplier, vendor or any third party purveyor of goods or services to UConn Health which Contractor shall obtain recovery audit services.

1.24 **Termination:** An end to this Contract effected pursuant to a right which this Contract creates, other than for Breaches.

1.25 **Title:** All ownership, title, licenses, rights, possession, interest and use of, in and to the referenced property.

1.26 **UConn Health Premises:** All premises and locations owned, leased, managed or otherwise controlled by UConn Health.

2. **PURPOSE.** Contractor shall provide Services to UConn Health as specifically set forth in this Contract and its Exhibits and the relevant Proposal that occasioned this Contract. UConn Health shall utilize and compensate Contractor as set forth herein. Unless otherwise more specifically set forth herein, this contract is not a requirements contract or an agreement to purchase any specific quantity of Goods or Services.

3. **CONTRACT TERM.** This Contract will commence on the last date of the Parties’ signature, below (the “Start Date”), and unless earlier terminated in accordance with this Contract will continue in effect for one (1) year from the Start Date (the “Initial Term”). This Contract may be renewed at UConn Health’s option, for one (1) six-month extension period, (each, a “Renewal Term”) through written notice from UConn Health to Contractor. Expiration of this Contract will not affect any outstanding purchase orders, which will continue in full force and effect until completed or otherwise terminated or cancelled by UConn Health. Upon Termination, Cancellation or Expiration of this Contract, Contractor will take all reasonable steps to ensure a smooth transition. The Initial Term and any Renewal Term(s) may be referred to collectively herein as the “Term.” Upon full execution of this Contract, Contractor’s Recovery Audit Services shall commence in accordance with the timeline outlined in Exhibit A.

4. **PAYMENT.**

4.1 UConn Health shall compensate Contractor a flat 20% contingency fee (calculated as a percentage of claims amount for successful recovery and cash collections received and Applied by UConn Health) for Recovery Audit Services rendered pursuant to this Contract over the Initial Term of the Contract and, if any Renewal Term options are exercised by UConn Health, during each such Renewal Term, in the manner specified below, within forty-five (45) Calendar Days from the date of UConn Health’s receipt and approval of Contractor’s invoice.

4.1.1 Contractor shall invoice at time intervals consistent with any events described in this section. Contractor’s invoice shall include but is not limited to: 1) UConn Health’s purchase order number(s) issued to Contractor hereunder; 2) a description of what claims and Services the invoice represents; 3) the details of the amount collected and/or recovered; and 4) any such other information as UConn Health may reasonably require from time to time.
4.1.2 A Contractor invoice is generated only when a UConn Health Supplier check or credit memo is received and fully Applied by UConn Health. Contractor will include the Supplier name, check number, credit memo number and amount of check or credit and date Applied on their invoice. UConn Health shall pay Contractor's invoices for claim amounts recovered that are deemed valid and have been Applied and for which UConn Health receives payment, refund or credit from Suppliers. Invoicing shall take place only after the actual receipt of funds by UConn Health.

4.1.3 UConn Health is exempt from paying Connecticut sales and use taxes (Conn. Gen. Stat. § 12-412), and is also exempt from certain federal excise taxes. Contractor shall not invoice UConn Health for any such taxes.

4.1.4 Fees shall remain fixed throughout the term and any renewal options of this Contract.

5. PURCHASE ORDERS.

5.1 This Contract itself is not an authorization for Contractor to ship Goods or begin performance of Services. Contractor may not begin providing Services until it has received a duly issued purchase order against this Contract for same. A purchase order shall be considered duly issued if it is (a) issued directly to Contractor, and (b) in written or electronic form, in compliance with State procurement requirements.

5.2 Contractor shall reference the relevant, valid purchase order number on all invoices to UConn Health. A Contractor performing hereunder without a duly issued purchase order does so at Contractor’s own risk.

6. GOODS: DELIVERY AND INSTALLATION.

6.1 If applicable to the delivery of Services, any Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified by UConn Health, delivery of Goods shall be DAP (Incoterms 2010) UConn Health West Receiving Dock, 263 Farmington Avenue, Farmington, CT 06030. Contractor shall utilize UConn Health’s inbound shipping accounts upon UConn Health’s request. The burden of proof of proper delivery shall rest with Contractor.

6.2 Time is of the essence in Contractor’s performance of this Contract. In order for the time of delivery to be changed, Contractor must submit a request in writing to an authorized representative of UConn Health’s Procurement Department.

6.3 Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of UConn Health unless otherwise stated in this Contract.

7. STANDARDS AND INSPECTION.

7.1 Contractor shall meet all Specifications, and shall cooperate with UConn Health to correct any deficiencies in the Goods or Services. The foregoing shall not be deemed a waiver of any other rights or remedies available to UConn Health.

7.2 UConn Health shall determine the manner of inspection to establish compliance with all Specifications. If any Goods or Services fail to meet the Specifications, UConn Health may, in its sole discretion, either reject them and owe nothing or accept them and pay for them on an adjusted price basis, as agreed to by the Parties based on the degree to which the Goods or Services meet the Specifications.

7.3 UConn Health may provide Contractor with written notice of acceptance. In the absence of written notice, acceptance shall not be deemed to occur until six (6) months following installation (“Inspection Period”) or first clinical use, if applicable. Neither payment, delivery, nor transfer of title shall constitute acceptance.

7.4 Contractor warrants the Goods and/or Services to be: (a) new; (b) free from defective material or workmanship; and (c) merchantable and fit for the purpose intended, and Contractor agrees to repair or replace (at UConn Health’s option) any Goods damaged during delivery and/or installation. The foregoing warranties, including any that are in attachments hereto, shall be valid for at least one (1) year, or for such longer period that may be stated in the attached warranty provisions (“Warranty Period”). For Goods with clinical application, the one (1) year period shall run from first clinical use of those Goods. During the Warranty Period, Contractor will provide services twenty four (24) hours per day, seven (7) days per week, as necessary, and will respond, on site, within four (4) hours to provide same (or within a shorter period if a shorter response time is set forth in the Solicitation, Proposal, attached warranty, or Contractor’s documentation).

8. CONTRACTOR QUALIFICATIONS AND STATUS. Contractor represents, for itself and any Contractor Parties, that they are fully experienced and properly qualified to provide the Goods and/or Services, and that they are, and will continue to be during the Term, properly licensed, equipped, organized and financed, at its/their own expense. Upon UConn Health’s request, Contractor shall submit to UConn Health a completed
Service Organization Control ("SOC") report in the format requested by UConn Health and copies of any current license(s) and registration(s) relevant to this Contract.

9. LABOR AND PERSONNEL.

9.1 At all times, Contractor shall utilize approved, qualified personnel necessary under this Contract. Contractor agrees not to subcontract any portion of this Contract without the prior written permission of UConn Health. Contractor shall advise UConn Health promptly, in writing, of any actual or anticipated labor dispute or other labor-related occurrence known to Contractor involving Contractor's employees or subcontractors, which may reasonably be expected to affect Contractor's obligations under this Contract. UConn Health shall then have the option to require Contractor to arrange for temporary employees or subcontractors satisfactory to UConn Health to provide Goods and/or perform Services otherwise to be delivered or performed by Contractor hereunder. Contractor shall assume full financial responsibility for any economic harm caused to UConn Health by such subcontract arrangement.

9.2 Contractor shall be responsible for maintaining a tranquil working relationship between Contractor's work force and any State employees or other contractors present at the work site. Contractor shall quickly resolve all labor disputes which result from Contractor's presence at the work site, or other action under its control. Labor disputes shall not be deemed to be sufficient cause to allow Contractor to make any Claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve Contractor from any of its obligations under this Contract.

9.3 Upon UConn Health's request, Contractor shall reassign from this Contract any employee or representative whom UConn Health, in its sole discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, UConn Health shall give ten (10) Business Days' notice to Contractor. Contractor will then have five (5) Business Days to attempt, if it so desires, to satisfy UConn Health that the employee should not be reassigned. UConn Health will then make a decision as to reassignment, in its sole discretion, which decision shall be final. Notwithstanding the foregoing, UConn Health reserves the right to require the immediate removal of any individual whom UConn Health reasonably believes, in its sole discretion, presents an immediate risk to the health, safety and/or reputation of UConn Health and its community.

10. TERMINATION.

10.1 Notwithstanding any other provisions in this Contract, UConn Health may terminate this Contract whenever UConn Health, in its sole discretion, determines that Termination is in the best interests of UConn Health or the State.

10.2 UConn Health shall notify Contractor in writing of Termination pursuant to this section. The Notice of Termination ("Notice") shall specify the effective date of termination and the extent to which Contractor must complete its obligations under this Contract prior to such date.

10.3 Upon receiving the Notice from UConn Health, Contractor shall:
   10.3.1 Immediately discontinue all Services affected in accordance with the Notice and deliver to UConn Health all Records in the format and manner directed by UConn Health; and
   10.3.2 Take all actions necessary or appropriate to mitigate actual or potential costs or other losses caused by Termination. Except as directed in the Notice, Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

10.4 Upon Termination of this Contract, UConn Health shall, within forty-five (45) Calendar Days of the effective date of Termination, reimburse Contractor for Goods and/or Services accepted by UConn Health, in addition to all actual and reasonable costs incurred after Termination in completing any work required by the Notice. However, Contractor is not entitled to receive and UConn Health is not obligated to tender to Contractor any payments for anticipated or lost profits. Upon UConn Health's request, Contractor shall: (a) assign to UConn Health or any replacement contractor designated by UConn Health, all subcontracts, purchase orders and other commitments, and (b) remove from UConn Health Premises any equipment, waste material and rubbish related to its performance of Contract obligations.

10.5 Upon Termination of this Contract, all rights and obligations shall be null and void, so that neither Party shall have any further rights or obligations to the other Party, except with respect to the sections which survive the Termination of this Contract.

10.6 Termination of this Contract pursuant to this section shall not be deemed to be a Breach of the Contract by UConn Health.
11. **BREACH.**

11.1 If either Party Breaches this Contract in any respect, the non-breaching Party shall provide written notice of such Breach to the breaching Party and afford the breaching Party an opportunity to cure the Breach within ten (10) Business Days from the date that the breaching Party receives such notice. Such right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Cancellation date, no further action shall be required of any Party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Cancellation date, then the non-breaching Party may cancel this Contract by giving the breaching Party no less than twenty-four (24) hours prior written notice.

11.2 If UConn Health believes Contractor has Breached this Contract, it may withhold payment in whole or in part pending resolution of the Breach, provided that UConn Health notifies Contractor in writing prior to the date that the payment would have been due to Contractor. Contractor agrees to promptly reimburse UConn Health for costs, losses or expenses associated with cover purchases made by UConn Health as the result of Contractor’s Breach.

11.3 Nothing herein shall be deemed to waive UConn Health’s right to terminate the Contract pursuant to Section 10.

12. **TRANSITION OBLIGATIONS.** Upon Termination, Cancellation or Expiration of this Contract, Contractor will take reasonable steps to ensure a smooth transition as directed by UConn Health. UConn Health reserves the right to begin the process of transitioning to a different supplier thirty (30) to forty-five (45) Calendar Days prior to the Contract end date (whether due to Termination, Cancellation or Expiration), at no additional cost to UConn Health. Transition steps may include: (a) UConn Health bringing another supplier’s equipment on site for demonstration/testing; (b) Contractor’s attendance at meetings; (c) Contractor’s participation in a phased removal of Contractor’s Goods; and (d) Contractor’s securely eliminating UConn Health electronic data from Contractor’s equipment (collectively, “Transition Work”). Contractor shall not charge for any Transition Work.

13. **UNWANTED GOODS.** Failure to promptly remove any Goods or other Contractor supplies/equipment (“Unwanted Goods”) from UConn Health’s location(s) at the direction of UConn Health shall mean that Contractor: (a) has voluntarily abandoned and relinquished all Title to such Unwanted Goods; (b) vests authority in UConn Health, without any further act required, to dispose of the Unwanted Goods; and (c) remises, releases and forever discharges UConn Health, the State, and their agents of and from all Claims which Contractor, Contractor Parties and their respective successors or assigns, jointly or severally, ever had, now have or will have arising from the disposition of the Unwanted Goods in accordance herewith. Contractor shall promptly reimburse UConn Health for any costs incurred in connection with disposing of Unwanted Goods.

14. **INTELLECTUAL PROPERTY.** Each Party retains its existing rights in Existing Intellectual Property. UConn Health shall own all New Intellectual Property, unless UConn Health agrees in writing to the contrary. Contractor shall disclose and deliver to UConn Health upon request all New Intellectual Property. Contractor irrevocably assigns to UConn Health all right, title and interest to New Intellectual Property and agrees to reasonably assist UConn Health to secure and perfect UConn Health’s rights in same, including, without limitation, by executing documentation demonstrating UConn Health’s ownership and/or cooperating with UConn Health in defending and enforcing UConn Health’s rights. Contractor agrees that work products created pursuant to this Contract are “Works Made for Hire” (17 U.S.C. § 101) and Contractor waives all moral rights and all rights of privacy and publicity (to the extent permissible under applicable law) for such work product. Contractor hereby grants to UConn Health a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to its Existing Intellectual Property, to the extent needed to enable UConn Health to use the New Intellectual Property. Contractor shall have no rights in or to New Intellectual Property, unless such rights are explicitly stated in this Contract.

15. **CONTRACTOR GUARANTIES.**

15.1 Contractor shall be responsible for the entire performance under this Contract, regardless of whether Contractor itself performs.

15.2 Contractor shall be the sole point of contact concerning the management of this Contract, including performance and payment issues.

15.3 Contractor shall be solely and completely responsible for adherence by Contractor Parties to all applicable provisions of this Contract.
15.4 Contractor shall comply with all applicable UConn Health Policies and procedures, including (without limitation) those requiring individuals to check in upon arrival at the work site, wear identification badges, and successfully complete any background checks and/or certifications required by UConn Health; and Contractor shall bear any costs associated with such compliance.

15.5 Contractor shall exercise all reasonable care to avoid damage to UConn Health/State property or to property being made ready for UConn Health’s use, and to all property adjacent to any work site. Contractor shall promptly report any damage, regardless of cause, to UConn Health.

15.6 Contractor shall adhere to all contractual provisions regarding the confidentiality of records to which Contractor has access.

15.7 At UConn Health’s option, Contractor shall continue to perform its obligations under this Contract while any dispute concerning this Contract is being resolved.

15.8 Contractor shall execute and submit any and all applicable affidavits and certifications required by law.

15.9 Contractor shall not release any information concerning this Contract or refer to UConn Health for advertising or promotional purposes without UConn Health’s specific written consent.

15.10 Contractor represents and warrants that it and any Contractor Parties are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in and with the State of Connecticut in the manner contemplated by this Contract.

15.11 Contractor shall comply with all applicable state and federal laws and municipal ordinances, and obtain and pay for all applicable licenses, permits and fees, in satisfying its obligations to UConn Health pursuant to this Contract.

15.12 Contractor represents and warrants that the execution, delivery and performance of this Contract will not violate, be in conflict with, result in a breach of or constitute a default under any: (a) provision of law, (b) order of any court or the State, or (c) agreement, to which it is a party or by which it may be bound.

15.13 Contractor represents and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with any applicable federal laws or state laws, and that they shall disclose to UConn Health immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes it an “Ineligible Person” at any time during the course of this Contract. An “Ineligible Person” is an individual or entity who: (a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or nonprocurement programs, or (b) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

15.14 Contractor represents and warrants that: (a) neither it nor any person who would perform under this Contract has within the three (3) years preceding this Contract been convicted of, or had a civil judgment rendered against it for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity; and (b) neither it nor any person who would perform under this Contract is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the listed offenses.

15.15 Contractor represents and warrants that it has not within the three (3) years preceding this Contract had one or more contracts with any governmental entity cancelled for cause.

15.16 Contractor represents and warrants that it has not employed or retained or paid or agreed to pay any entity or person to solicit or secure this Contract, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15.17 Contractor represents and warrants that, to the best of its knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect Contractor’s ability to perform fully under this Contract. During the Term, Contractor shall notify UConn Health in writing no later than ten (10) Calendar Days after Contractor is (or should have been) aware of any such Claims, and shall cause Contractor Parties to do the same.

15.18 Contractor represents and warrants that its participation in the Solicitation process (if any) was not a conflict of interest or a breach of ethics under the State’s Codes of Ethics set forth in Chapter 10 of the Connecticut General Statutes.

15.19 Contractor represents and warrants that the Proposal, if any, for which the Contract was awarded was not made in connection or concert with any other person, entity or Proposer, including any Affiliate of the
Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud.

15.20 Contractor represents and warrants that it is able to perform under this Contract using its own resources.

15.21 Contractor represents and warrants that: (a) it has paid all applicable workers’ compensation second injury fund assessments concerning all previous work done in Connecticut, (b) it owes no unemployment compensation contributions, and (c) it is not delinquent in the payment of any taxes owed;

15.22 Contractor represents and warrants that it has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations.

15.23 Contractor represents and warrants that except to the extent modified or abrogated in this Contract, all Title shall pass to UConn Health upon complete Acceptance of the Goods or Services and payment by UConn Health.

15.24 Contractor agrees that if either Party terminates or cancels this Contract for any reason, it shall relinquish to UConn Health all Title to the Goods accepted and paid for (except to the extent any invoiced amount is disputed) by UConn Health.

15.25 Contractor represents and warrants that with regard to any third party products it provides, it shall transfer all licenses and/or warranties which it is permitted to transfer in accordance with the applicable third party license.

15.26 Contractor represents and warrants that it shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of this Contract without UConn Health’s prior written consent.

15.27 Contractor represents and warrants that it either owns or has the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party.

15.28 Contractor represents and warrants that the Goods and UConn Health’s use of Goods, do not infringe on or misappropriate any patent, trade secret or other intellectual property right of a third party.

15.29 Contractor represents and warrants that it shall assign to the State all right, Title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, or under Chapter 624 of the Connecticut General Statutes.

15.30 Contractor represents and warrants that it shall obtain a written contract with any Contractor Parties that includes all of the representations and warranties in this section and other relevant provisions of this Contract.

15.31 Contractor warrants that it will provide its services and meet its obligations under this Contract in a professional, timely and workmanlike manner using knowledge and recommendations for performing the Services with a standard of care which meets generally acceptable standards in the accounts payable recovery community.

16. CONTRACTOR CHANGES.

16.1 Contractor shall notify UConn Health in writing no later than ten (10) Calendar Days from the effective date of any material adverse change in its financial status or any change in: (a) its certificate of incorporation or other organizational document; (b) more than a controlling interest in the ownership of Contractor; (c) the individual(s) in charge of the performance of the responsibilities of Contractor; or (d) licensure, whether by revocation, suspension or other restriction, or expiration.

16.2 Any such change(s) shall not relieve Contractor of responsibility for the accuracy and completeness of performance. UConn Health, after receiving written notice by Contractor of any such change, may require:

16.2.1 the execution of agreements, releases and other instruments evidencing, to UConn Health’s satisfaction, that any individuals retiring or otherwise separating from Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract; and/or

16.2.2 a financial statement (or similar documentation, in the form reasonably requested by UConn Health) showing that Contractor remains financially solvent. Contractor shall deliver such documents to UConn Health in accordance with the terms of UConn Health’s written request.

16.3 The death of any Contractor Party (if applicable) shall not release Contractor from the obligation to perform under this Contract; the surviving Contractor Parties must continue to perform under this Contract until performance is fully completed.
17. LAWS AND REGULATIONS.

17.1 Governing Law. This Contract and any and all disputes arising out of or in connection therewith shall in all respects be governed by the laws of the State of Connecticut, without giving effect to its conflicts of laws principles.

17.2 Interpretation. This Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in this Contract to those statutes and regulations.

17.3 Public Record. This Contract is discoverable under the Freedom of Information Act (Chapter 14 of the Connecticut General Statutes), and all corresponding rules, regulations and interpretations (collectively “FOIA”) and as such, will not be treated as confidential information. Contractor will provide, promptly upon request of UConn Health, copies of Contractor’s records and files related to Contractor’s performance hereunder, as such records and files are subject to and may be disclosed pursuant to FOIA.

17.4 Tangible Personal Property. If this Contract involves Contractor’s provision of tangible personal property, Contractor shall comply with the provisions of Conn. Gen. Stat. § 12-411b.

17.5 Compliance with Laws. The Parties specifically intend to comply with all applicable laws, rules and regulations, including (a) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and related safe harbor regulations; and (b) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. § 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business.

17.5.1 Contractor represents and warrants to UConn Health that neither it nor any affiliate of it has entered into any direct or indirect relationship with a third party for the purpose of providing services hereunder wherein such third party is directly or indirectly compensated or receives remuneration of any kind on the basis of the volume or value of referrals that it makes to UConn Health for “designated health services” as defined by 42 C.F.R. § 411.351. Contractor shall indemnify, defend and hold harmless UConn Health, the State of Connecticut and their respective officers, directors, members, employees, and agents from and against any and all claims, liabilities, obligations, losses, judgments, fines, assessments, penalties, awards, statutory damages, costs or expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising out of Contractor’s breach of the representation and warranty made herein.

17.5.2 In the event that any part of this Contract is determined to violate federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to the violative provision(s). If the Parties are unable to agree to new or modified terms as required to bring the Contract into compliance, either Party may terminate this Contract upon fifteen (15) Calendar Days written notice to the other Party.

17.6 Sovereign Immunity. The Parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver of any rights or defenses of any immunities provided by federal or state law to UConn Health, the State of Connecticut, or their respective agencies, departments, officers or employees. To the extent that this section conflicts with any other section, this section shall govern.

17.7 Claims Against the State/Venue. Contractor agrees that the sole and exclusive means for the presentation of any Claim against UConn Health or the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings. Notwithstanding and without waiving the foregoing, and without waiving or compromising the State’s sovereign immunity or immunity provided under the Eleventh Amendment of the Constitution in any way, to the extent that any immunities provided by state or federal law do not bar an action against UConn Health or the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any permitted action against UConn Health or the State shall be brought only in the Judicial District of Hartford or the United States District Court for the District of Connecticut, and shall not be transferred to any other court. Contractor waives any objection it may have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17.8 Summary of State Ethics Laws. Pursuant to the requirements of Conn. Gen. Stat. § 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to Conn. Gen. Stat. § 1-81b is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth herein.
17.9 **Americans with Disabilities Act.** Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("ADA"), to the extent applicable, during the Term of this Contract. UConn Health may cancel this Contract if Contractor fails to comply with the ADA.

17.10 **Whistleblowing.** This Contract may be subject to the provisions of Conn. Gen. Stat. § 4-61dd, which applies to "large state contracts" having a value of five million dollars ($5,000,000) or more. In accordance with this statute, if an officer, employee or appointing authority of Contractor takes or threatens to take any personnel action against any employee of Contractor in retaliation for such employee's disclosure of information to any employee of UConn Health, the State of Connecticut Auditors of Public Accounts or the State of Connecticut Attorney General under the provisions of subsection (a) of the statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty (20) percent of the value of this Contract. Each violation shall be a separate and distinct offense and, in the case of a continuing violation, each Calendar Day's continuance of the violation shall be deemed to be a separate and distinct offense. UConn Health may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. If Contractor is a "large state contractor" as defined by Conn. Gen. Stat. § 4-61dd, Contractor shall post a notice of the statutory provisions relating to large state contractors in a conspicuous place which is readily available for viewing by Contractor's employees.

17.11 **Federal False Claims Act.** The Federal False Claims Act ("FCA") imposes civil penalties on people and companies who "knowingly" (as that term is defined in the FCA) submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government. The FCA extends to any payment requested of the federal government, and specifically applies to billing and claims sent from UConn Health to any government payer program, including Medicare and Medicaid. The FCA also contains provisions intended to protect individuals who report suspected fraud. Under the FCA, any person or company that submits a false claim or statement to the government may be assessed a fine for each such false claim submitted, regardless of size, and may also be charged additional penalties. (Refer to the following documents for further information: Section 6032 of the Deficit Reduction Act of 2005; 31 U.S.C. §§ 3729-3733 and 3801-3812; Conn. Gen. Stat. §§ 31-51m, 53a-290 et seq., and 17b-127.)

17.12 **Executive Orders.** This Contract may be subject to the provisions of: Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of this Contract as if they had been fully set forth herein. At Contractor’s request, UConn Health shall provide Contractor with a copy of these Executive Orders.

17.13 **Campaign Contribution Restrictions.** For all State contracts 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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, which is reproduced and inserted below.

**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 below):

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

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

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 shall 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.”

“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.
17.14 Non-discrimination. In this section, references to “contract” shall mean this Contract, references to “contractor” shall mean Contractor, and references to “the state” shall mean the State of Connecticut.

(a) For purposes of this Section, the following terms are defined as follows: (1) “Commission” means the Commission on Human Rights and Opportunities; (2) “Contract” and “contract” include any extension or modification of the Contract or contract; (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor; (4) “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; (5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (6) “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; (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (8) “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; (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies
of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and (10) "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 other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) 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 contract 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 employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. 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 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 negotiation prior thereto to protect the interests of the State and the State may so enter.
(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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 negotiation prior thereto to protect the interests of the State and the State may so enter.

18. BUSINESS ASSOCIATE AGREEMENT.

18.1 The University of Connecticut Health Center and/or one or more of its component entities (including, but not limited to, the UConn School of Medicine, UConn School of Dental Medicine, John Dempsey Hospital, UConn Medical Group, UConn Health Partners, University Physicians, University Dentists and Correctional Managed Health Care) (collectively, "UConn Health") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.

18.2 If performance of this Contract results in Contractor becoming a "business associate" of UConn Health under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Contractor must comply with all terms and conditions of this Business Associate Agreement section of the Contract (this "BAA"). If Contractor is not UConn Health's "business associate" under HIPAA, this BAA does not apply to Contractor.

18.3 Contractor is required to safeguard the use, publication and disclosure of information about individuals that it creates, maintains, transmits or receives pursuant to this Contract, in accordance with all applicable federal and state laws regarding confidentiality, including, without limitation, HIPAA and more specifically the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and

18.4 Contractor and UConn Health agree to this BAA in order to comply with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (Pub. L. 111-5, §§ 13400 to 13423) ("HITECH Act"), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).

18.5 Definitions.

18.5.1 "BAA" refers to this Business Associate Agreement section of the Contract, in its entirety. Where the term “Contract” is used in this BAA, it means the Contract in its entirety, including this BAA.

18.5.2 "Business Associate," as that term is defined in 45 C.F.R. § 160.103, shall mean Contractor.

18.5.3 “Covered Entity” shall mean UConn Health and/or one or more of its component entities.

18.5.4 “Designated Record Set” shall have the same meaning as the term “Designated record set” in 45 C.F.R. § 164.501.
18.5.5 “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).

18.5.6 “HIPAA Breach” shall have the same meaning as the term “Breach” in 45 C.F.R. § 164.402, and shall also include any use or disclosure of PHI that violates the HIPAA Standards.

18.5.7 “Individual” shall have the same meaning as the term “Individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

18.5.8 “More Stringent” shall have the same meaning as the term “More stringent” in 45 C.F.R. § 160.202.

18.5.9 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

18.5.10 “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by Business Associate from or on behalf of Covered Entity or from another business associate of Covered Entity.

18.5.11 “Required by Law” shall have the same meaning as the term “Required by law” in 45 C.F.R. § 164.103.

18.5.12 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

18.5.13 “Security Incident” shall have the same meaning as the term “Security incident” in 45 C.F.R. § 164.304.

18.5.14 “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

18.5.15 “Unsecured Protected Health Information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

18.6 Obligations and Activities of Business Associate.

18.6.1 Business Associate agrees not to use or disclose PHI other than as permitted or required by this Contract or another duly executed agreement with Covered Entity, or as Required by Law.

18.6.2 Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Contract and in accordance with HIPAA standards.

18.6.3 Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity.

18.6.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Contract.

18.6.5 Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Contract, or any security incident of which it becomes aware.

18.6.6 Business Associate agrees, in accordance with 45 C.F.R. §§ 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of Business Associate, agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

18.6.7 Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by Covered Entity to an Individual for such records; the amount permitted by state law; or Business Associate’s actual cost of postage, labor and supplies for complying with the request.

18.6.8 Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity, and in the time and manner designated by Covered Entity.

18.6.9 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to the
18.6.10 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

18.6.11 Business Associate agrees to provide to Covered Entity, in a time and manner designated by Covered Entity, information collected in accordance with subsection 18.6.10 of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at Covered Entity’s direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

18.6.12 Business Associate agrees to comply with any state or federal law that is More Stringent than the Privacy Rule.

18.6.13 Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

18.6.14 In the event that an Individual requests that Business Associate:

18.6.14.1 restrict disclosures of PHI;
18.6.14.2 provide an accounting of disclosures of the Individual’s PHI;
18.6.14.3 provide a copy of the Individual’s PHI in an electronic health record; or
18.6.14.4 amend PHI in the Individual’s designated record set,
Business Associate agrees to notify Covered Entity, in writing, within five (5) Business Days of the request.

18.6.15 Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:

18.6.15.1 the written approval of Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
18.6.15.2 the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.

18.6.16 Obligations in the Event of a HIPAA Breach.

18.6.16.1 Business Associate agrees that, following the discovery by Business Associate or by a subcontractor of Business Associate of any use or disclosure not provided for by this Contract, any HIPAA Breach of Unsecured Protected Health Information, or any Security Incident, it shall notify Covered Entity of such HIPAA Breach in accordance with 45 C.F.R. part 164, subpart D, and this BAA.

18.6.16.2 Such notification shall be provided by Business Associate to Covered Entity without unreasonable delay, and in no case later than five (5) Business Days after the HIPAA Breach is discovered by Business Associate, or a subcontractor of Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A HIPAA Breach is considered discovered as of the first Calendar Day on which it is, or reasonably should have been, known to Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such HIPAA Breach.

18.6.16.3 Business Associate agrees to include in the notification to Covered Entity at least the following information:
18.6.16.3.1. A description of what happened, including the date of the HIPAA Breach; the date of the discovery of the HIPAA Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.

18.6.16.3.2. A description of the types of Unsecured Protected Health Information that were involved in the HIPAA Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

18.6.16.3.3. The steps Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the HIPAA Breach.

18.6.16.3.4. A detailed description of what Business Associate is doing or has done to investigate the HIPAA Breach, to mitigate losses, and to protect against any further HIPAA Breaches.

18.6.16.3.5. Whether a law enforcement official has advised Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and, if so, contact information for said official.

18.6.16.4 If directed by Covered Entity, Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 18.6.16.3.1-4 of this BAA and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to Covered Entity within ten (10) Business Days of Covered Entity’s direction to assess risk.

18.6.16.5 If Covered Entity determines that there has been a HIPAA Breach by Business Associate or a subcontractor of Business Associate, Business Associate, if directed by Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 45 C.F.R. 164.406.

18.6.16.6 Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a HIPAA Breach have the opportunity to ask questions and contact Business Associate for additional information regarding the HIPAA Breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a HIPAA Breach by Business Associate to Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by Business Associate.

18.6.16.7 Business Associate agrees that, in the event of a HIPAA Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to Covered Entity.

18.6.17 Business Associate agrees that it shall obtain permission from Covered Entity prior to: (a) transmitting, or allowing the transmission of, any PHI to an offshore location; or (b) utilizing an offshore entity to perform services on behalf of Covered Entity. For the purposes of this section, “offshore” means any country that is not one of the fifty United States or one of the United States Territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).

18.7 Permitted Uses and Disclosure by Business Associate.

18.7.1 General Use and Disclosure Provisions. Except as otherwise limited in this Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity.

18.7.2 Specific Use and Disclosure Provisions

18.7.2.1 Except as otherwise limited in this Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

18.7.2.2 Except as otherwise limited in this Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the
person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

18.7.2.3 Except as otherwise limited in this Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

18.8 Obligations of Covered Entity.

18.8.1 Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

18.8.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.

18.8.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

18.9 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Contract.

18.10 Term and Termination.

18.10.1 Term. This BAA shall be effective as of the date the Contract is effective and shall continue for as long as Business Associate has possession of or access to Covered Entity’s PHI. This BAA may be terminated only after the information collected in accordance with provision 18.6.10 of this BAA is provided to Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

18.10.2 Termination for Cause. Upon Covered Entity's knowledge of a HIPAA Breach or of a violation of the terms of this BAA by Business Associate, Covered Entity shall either:

18.10.2.1 Provide an opportunity for Business Associate to cure the HIPAA Breach or end the violation and terminate the Contract if Business Associate does not cure the Breach or end the violation within the time specified by Covered Entity; or

18.10.2.2 Immediately terminate the Contract if Business Associate has violated a material term of this BAA and cure is not possible; or

18.10.2.3 If neither termination nor cure is feasible, Covered Entity shall report the HIPAA Breach and/or violation to the Secretary.

18.10.3 Effect of Termination.

18.10.3.1 Upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with Section 18.6.10 of this BAA to Covered Entity within ten (10) Business Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and its subcontractors shall retain no copies of the PHI, except as provided in Section 18.10.3.2 of this BAA.

18.10.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes,
18.11 Miscellaneous.

18.11.1 Regulatory References. A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended.

18.11.2 Amendment. The Parties agree to take such action as in necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

18.11.3 Survival. The respective rights and obligations of the Parties under this BAA shall survive the Termination, Cancellation or Expiration of this Contract.

18.11.4 Effect on Contract. Except as specifically required to implement the purposes of this BAA, all other terms of the Contract shall remain in force and effect.

18.11.5 Construction. This BAA shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

18.11.6 Disclaimer. Covered Entity makes no warranty or representation that compliance with this BAA will be adequate or satisfactory for Business Associate’s own purposes. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

18.11.7 Indemnification. Business Associate shall indemnify and hold Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that arise from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors, subcontractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to this Contract or applicable law, including, without limitation, attorney’s fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded under HIPAA, the HITECH Act, or the HIPAA Standards.

19. REPRESENTATIONS AND WARRANTIES CONCERNING MOTOR VEHICLES. If in performance of this Contract, Contractor uses or operates “motor vehicles” (as that term is defined by Conn. Gen. Stat. § 14-1(53), including, but not limited to, such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), Contractor represents and warrants for itself and any Contractor Parties that:

19.1 It is the owner of record or lessee of record of each such motor vehicle used in the performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("DMV") in accordance with Connecticut law. If such motor vehicle is not registered with DMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by DMV or such other state or commonwealth for any reason or cause.

19.2 Each such motor vehicle shall be fully insured in accordance with the provisions of Conn. Gen. Stat. §§ 14-12b, 14-112 and 38a-371, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by DMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

19.3 Each individual who uses or operates a motor vehicle at any time in the performance of this Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Conn. Gen. Stat. § 14-36a, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by DMV or such other jurisdiction for any reason or cause.

19.4 Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
20. AUDIT AND INSPECTION OF RECORDS.

20.1 Contractor shall prepare, maintain and preserve all Records. During the Term, and for three (3) years from the date of Termination, Cancellation or Expiration, UConn Health and other authorized representatives of the State shall have free and full access, during normal business hours, to all Records, in whatever form they exist or are stored, and upon UConn Health’s request all such Records, or exact copies thereof, shall be immediately turned over to UConn Health.

20.2 Contractor may be required to provide for an annual financial audit acceptable to UConn Health for any expenditure of State or federal awarded funds made by Contractor. Such audit shall include audit recommendations and management letters. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. Contractor shall comply with federal and State single audit standards as applicable.

20.3 Contractor shall cooperate fully with the State and its agents in connection with any audit or inspection. Contractor shall ensure that in all of its contracts with third parties pertaining to the performance of this Contract, provision shall be specifically made to assure Contractor’s ability to fully meet the obligations set forth in this section. Following any audit or inspection, Contractor shall cooperate with an exit conference upon the State’s request.

21. CONFIDENTIAL INFORMATION AND PROTECTION OF DATA.

21.1 Contractor agrees to treat all information received from UConn Health as confidential and not to disclose such information to any party or use such information for any purpose other than to perform its duties and obligations under this Contract. Contractor agrees to sign UConn Health’s Confidentiality and Non-Disclosure Agreement upon execution of this Contract and prior to commencement of providing Recovery Audit Services to UConn Health. Contractor responsibilities:

21.1.1 Contractor, at its own expense, has a duty to and shall protect any and all confidential information which it comes to possess or control pursuant to this Contract, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. In performing Services pursuant to this Contract, Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to the Gramm-Leach-Bliley Act, and the Family Educational Rights and Privacy Act (“FERPA”), in the protection of all personally identifiable and other protected confidential information and non-directory student or patient data. UConn Health also requires that contractors have policies 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.

21.1.2 All data provided to Contractor by UConn Health or developed internally by Contractor with regard to UConn Health shall be treated as proprietary to UConn Health unless UConn Health agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by UConn Health or others, which may come into Contractor’s possession during the term of this Contract, except where disclosure of such information by Contractor is required by governmental authority to ensure compliance with laws, rules or regulations, and such disclosure shall be limited to that actually so required. Where such disclosure is required, Contractor shall provide advance notice to UConn Health of the need for the disclosure and shall not disclose absent consent from UConn Health.

21.1.3 Contractor shall deliver all Records to UConn Health in electronic, magnetic or other intangible form in a non-proprietary format (such as ASCII or .TXT) or other, mutually agreed format, no later than thirty (30) Calendar Days after Termination, Cancellation or Expiration of this Contract or fifteen (15) Calendar Days after Contractor receives a written request from UConn Health for the Records.

21.1.4 Contractor shall require each Contractor Party to safeguard confidential information in the same manner as provided for herein.

21.1.5 Nothing in this section shall supersede in any manner Contractor’s or Contractor Party’s obligations pursuant to HIPAA or as a Business Associate.

21.2 UConn Health responsibilities: UConn Health will afford due regard to Contractor’s request for the protection of proprietary or confidential data that UConn Health receives; however, all materials associated with the Solicitation (if any) and this Contract are subject to FOIA. If Contractor indicates that certain documents are submitted in confidence, by specifically and clearly marking them as “CONFIDENTIAL,” UConn Health will endeavor to keep said data confidential to the extent permitted by law. However, UConn Health has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar
relief to prevent disclosure of anything that is sought pursuant to a FOIA request. Contractor shall have the burden of establishing, in the legally-prescribed manner, the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall UConn Health or the State have any liability for the disclosure of any documents or data in UConn Health’s possession which UConn Health believes is required to be disclosed pursuant to FOIA or other requirements of law. To the extent that any other provision of the Contract, Solicitation or any other Records or documents conflicts or is in any way inconsistent with this section, this section controls and shall apply.

22. INDEMNIFICATION/HOLD HARMLESS.

22.1 Contractor shall indemnify, defend and hold harmless UConn Health, the State and their respective officers, representatives, agents, servants, employees, successors and assigns from and against any and all: (a) Claims arising directly or indirectly from the acts or omissions of Contractor or Contractor Parties in connection with the Contract (collectively, the “Acts”); and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Acts.

22.2 Contractor shall reimburse the State for any and all damage to the State’s real or personal property, and shall pay for or repair damage to its own work or the work of other contractors, caused by the Acts.

22.3 Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

22.4 Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.

22.5 Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Contract. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys’ and other professionals’ fees expended in pursuing a Claim against a third party.

22.6 This section shall survive the Termination, Cancellation or Expiration of the Contract and shall not be limited by reason of any insurance coverage.

23. INSURANCE.

23.1 Contractor agrees that while performing under this Contract, it shall carry sufficient insurance (liability and/or other, as applicable), in at least the following amounts, so as to save the State harmless from liability for any Act that is insurable:

23.1.1 Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work performed by Contractor under this Contract, or the general aggregate limit shall be twice the occurrence limit.

23.1.2 Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

23.1.3 Professional Liability: $1,000,000 limit of liability.

23.1.4 Workers’ Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut, which shall include Employer’s Liability with minimum limits of $100,000 each accident, $500,000 Disease-Policy limit, $100,000 each employee.

23.1.5 A following form (Excess Liability/Umbrella Policy) may be used to meet the minimum limit guidelines.

23.2 For each applicable insurance policy:

23.2.1 Contractor shall name “The University of Connecticut Health Center, the State of Connecticut, and their officers, officials, employees, agents, boards and commissions” as additional insureds, and shall identify the project name/number, this Contract number, or another easily-identifiable reference to Contractor’s relationship to UConn Health.

23.2.2 The coverage shall contain no special limitations on the scope of protection afforded to UConn Health or the State.
23.2.3 Contractor shall assume any and all deductibles.
23.2.4 Contractor’s insurer shall have no right of recovery or subrogation against UConn Health or the State and the described insurance shall be primary coverage.
23.2.5 Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to UConn Health or the State.
23.2.6 The insurer must send written notice to UConn Health by certified mail, at least thirty (30) Calendar Days prior to any reduction, cancellation or non-renewal of coverage.
23.2.7 “Claims Made” coverage is unacceptable, with the exception of Professional Liability coverage.

23.3 All applicable certificates of insurance, reflecting the above requirements, shall be provided to UConn Health prior to the effective date of this Contract, and during the Term upon UConn Health's request.

24. ANTITRUST PROVISION. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statutes § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

25. FORCE MAJEURE. UConn Health and Contractor shall not be excused from their obligation to perform in accordance with this Contract except in the case of Force Majeure events and as otherwise provided for in this Contract. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other Party, explaining the cause and probable duration of any such nonperformance.

26. ASSIGNMENT. This Contract shall not be assigned by either Party without the express written consent of the other.

27. SURVIVAL. The rights and obligations of the Parties which by their nature survive Termination, Cancellation, Expiration, or other completion of this Contract shall remain in full force and effect, including, but not limited to, those relating to representations and warranties, unwanted goods, intellectual property, indemnification, audit, nondisclosure, and confidential information.

28. HEADINGS. The headings or titles of sections, subsections and paragraphs in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

29. NUMBER AND GENDER. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

30. FURTHER ASSURANCES. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to and carry out the intent of this Contract.

31. SEVERABILITY. If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract shall be valid and enforced to the fullest extent possible by law.

32. NO WAIVER. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to, every other remedy provided in this Contract or at law or in equity. A Party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

33. NOTICES. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing.

If to UConn Health: Chad Bianchi, Controller, Finance and Reporting
UConn Health
263 Farmington Avenue, MC-5305
Farmington, CT 06030

With a copy to:
UConn Health
34. ENTIRE AGREEMENT. This Contract and any changes, amendments or modifications (which shall not be valid unless reduced to writing, signed by both Parties, and, if applicable, approved by the Office of the Attorney General) constitutes the entire agreement between UConn Health and Contractor, on the matters specifically addressed herein. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind of nature not set forth herein. This Contract shall supersede all prior agreements between the Parties and their predecessors. Contractor and UConn Health acknowledge that they have each contributed to the making of this Contract and have had adequate opportunity to consult with counsel in its negotiation and preparation, and that, in the event of a dispute over its interpretation, the language of the Contract will not be construed against one Party in favor of the other. This Contract shall inure to the benefit of each Party's heirs, successors, and permitted assigns. No other individual or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

35. STATUTORY AUTHORITY. This Contract is entered into by UConn Health pursuant to the authority granted by Connecticut law, including Conn. Gen. Stat. §§ 4a-52a, 10a-104, 10a-108, 10a-151a, and 10a-151b.
EXHIBIT A

CONTRACTOR RESPONSIBILITIES AND CONTRACTOR SERVICES

A. RECOVERY AUDIT SERVICES. Contractor shall provide Recovery Audit Services for UConn Health's entire health system as more specifically set forth in this Exhibit A.

1. Contractor shall audit procurement and Accounts Payables records for the following areas, for the periods specified herein:
   - Services purchased.
   - Items and material purchased.
   - Telecommunications services and equipment purchased or leased.
   - Freight and expediting services purchased.
   - Utilities purchased.
   - Unclaimed property, exclusive of those held by the State of Connecticut.
   - Any other records deemed appropriate for UConn Health's entire health system from the AP Department and Accounts Payable Operations.

2. Contractor shall assess UConn Health AP and Procurement Department records to validate payments UConn Health has made were consistent with Supplier agreements for discounts, return credits, rebates and any other transactions to insure Supplier statements and credit memos are correctly accounted for. Contractor shall identify any duplicate payments or overpayments and any other overcharges to maximize recoveries for UConn Health. In addition to dollars and exceptions, Contractor shall assess total samples such as claims, selections, findings, dollar findings and percentage identified (error rate) and report to UConn Health on such.

3. Contractor shall prepare information to validate claims for recovery of mispayments or overpayments by UConn Health to Supplier.

4. Contractor will provide an estimated claims report and UConn Health shall inspect such report in a timely and orderly fashion. UConn Health shall inform Contractor in writing of any claim UConn Health believes is not a valid claim within thirty (30) business days of receipt of such report, including supporting explanation and documentation. Any claims not approved or denied by UConn Health within thirty (30) business days will be considered approved and valid and will move to collections with Suppliers. UConn Health authorizes Contractor to pursue claim collection directly with the Suppliers of UConn Health. Once claims have been approved, UConn Health staff may not contact Suppliers directly regarding the validity of a claim, and all incoming correspondence from Suppliers shall be forwarded to Contractor's audit staff for resolution directly with the Supplier.

B. WORK PLAN

1. Contractor shall implement the following work plan via the action steps outlined in this section and section I GENERAL PROCESS OF THE AUDIT to provide Recovery Audit Services to UConn Health’s AP Department. Steps 1 through 8 will take place during the audit phase. Upon completion of the audit phase and with UConn Health’s approval, Contractor will pursue the approved claims resulting in the final action steps outlined in steps 9 through 11.

   Step 1: Data Download from IT
   Step 2: Offsite Data Work
   Step 3: Onsite Kickoff
   Step 4: Invoice Audit
   Step 5: Contract to Invoice Audit
   Step 6: Electronic Data Audit
   Step 7: Statement Audit
   Step 8: Interim Audit Reports
   Step 9: Recoveries from Suppliers.
Step 10: Audit Report Writing. As the collections team obtains refunds from Suppliers, the auditors and audit management will be actively generating the written audit report and benchmarking report to present to the UConn Health. During this time, we are sourcing best practices and UConn Health examples for a written report. 

("Profit and Audit Report(s)\) contains internal controls assessments, observations and recommendations, summary and closing of purchasing and contracting, accounting procure to pay and claim summary. The report shall include recovery of lost operational capital, identify issues causing such losses and prevent future lost capital. Additionally, comparative observations are outlined. ("Benchmarking Reports\) contain the Profit and Audit Reports which results against other health systems with similar profiles highlighting opportunities for improvement. Internal Management Status Reports contain lists of observations of current internal management practices with respect to industry standards. The reports shall include total samples including dollars and exceptions, claims, selections, findings, dollar findings and percentage identified with error rate. Such report shall provide group findings by type and control breakdown and shall provide remediation suggestions based on industry best practices. Additionally, this report shall define the universe of transactions tested and error percentage on transactions including control improvements, findings grouped, error rate on total population (e.g. keying error rate), industry best practices and recommendations, anonymous benchmarking.

Step 11: Final Audit Report-This report shall contain all items, but not limited to those outlined in Step 10. After 6 months of collections, Audit Management meets with the UConn Health to present the industry leading Profit+ Audit and Benchmarking Reports.

C. PROJECT CONTROL
Contractor shall provide UConn Health with a single point of contact to ensure consistency and clarity across the board. This point of contact ("Project Manager"), shall be responsible for ensuring Contractor’s team meets all project timelines and budgets. Contractor’s Project Manager shall work closely with UConn Health staff at the initial meeting to understand expectations and set goals to ensure the project can be controlled against UConn Health’s expectations. Contractor’s Project Manager shall host a weekly or bi-weekly, thirty (30) minute status call with UConn Health staff to review timelines and progress, and to make adjustments to the schedule where necessary or requested by UConn Health. All changes requested by Contractor or Contractor’s Project Manager shall be approved by UConn Health leadership and/or their designated representatives. Contractor shall provide internal communication to UConn Health guided by communication templates and spreadsheets to document approvals. Contractor’s Project Manager shall hosts regular meetings to communicate needs to the auditors, claims analysts and data steward to ensure project metrics are met.

D. MANPOWER (ROLES & MAN HOURS) TO COMPLETE RECOVERY AUDIT SERVICES

1. Contractor shall use a team of four (4) of its employees to perform the Recovery Audit Services for UConn Health. The team will be made up of the following team members:
2. One (1) Senior Data Steward: 80 hours
3. One (1) Project Manager: 240 hours
4. One (1) Auditor: 160 hours
5. One (1) Claims/Statement Analyst: 260 hours
6. Contractor estimates that we will need 740 man hours total for project completion.
7. Standard working hours are 7:30 a.m. to 4:30 p.m. to optimize UConn staff accessibility. Any additional hours may be mutually negotiated by the Parties.

E. PROBLEM IDENTIFICATION & RESOLUTION
Upon identification of a recovery audit claim, Contractor shall review claim with UConn Health leadership and/or their designated representatives to gain approval for outreach to the Supplier. Once approval is provided, Contractor shall begin communications with the Supplier to recover the amounts owed. Contractor takes responsibility for all communications with Suppliers, using a soft collections approach. The approach is designed to collaborate and solicit feedback from Suppliers in conversational and professional, workmanlike manner. Should issues arise with the Recovery Audit Services that Contractor is unable to
resolve internally, Contractor Project Manager will report the issue to UConn Health and work with UConn Health leadership and/or their designated representatives to resolve the issue.

F. PROJECT STATUS REPORTING
Contractor shall host weekly progress meetings with UConn Health to review the recoveries discovered and claims made. Contractor’s Project Manager will provide UConn Health leadership and Accounts Payable (“AP”) Department and/or their designated representatives with an ongoing progress report in an excel format. The report will detail progress from the week prior, issues discovered and resolved, and include Contractor’s plan for subsequent weeks. To supplement the progress meetings, Contractor will provide UConn Health with a client portal. At any point during the Recovery Audit Services, UConn Health personnel have access to log into the dashboard and review the Contractor’s progress.

G. RECOVERY AUDIT SERVICES PROJECT STARTUP MEETING
1. Contractor, UConn Health’s Controller, Director of Finance and Reporting and Director of Purchasing or their designated representatives, shall participate in a thirty (30) minute startup meeting to set project expectations, mutually agree to timelines and review Contractor’s Audit Recovery Services. UConn Health and Contractor shall meet for an additional thirty (30) minute weekly status meeting thereafter to review weekly and bi-weekly claims during the Term of the Contract.
2. UConn Health shall provide Contractor with necessary information or data or access to such information or data at the sole discretion of UConn Health which may be required for the Audit Recovery Services. In addition, UConn Health, at its sole discretion, may provide Contractor with Group Purchasing Organization (“GPO”) account access during the Audit Recovery Services Contract Term. A UConn Health non-disclosure form shall be executed by Contractor prior to providing Services under this Contract.
3. UConn Health, in its sole discretion may provide Contractor with necessary Supplier published pricing information in connection with this audit.
4. Contractor shall comply with all state and federal collection, banking and consumer laws. Contractor shall maintain a license from the State of Connecticut and shall provide a copy of its license upon execution of this Contract. Contractor shall comply with all federal, state, HIPAA and UConn Health regulations, compliance, confidentiality and privacy laws.

H. EQUIPMENT AND SERVICES REQUIRED
During the course of this Contract, UConn Health, at its sole discretion shall provide Contractor with the appropriate data for Contractor’s review and audit, access to paper files, a copier, and two (2) or three (3) workspaces for Contractor’s auditor staff.

I. GENERAL PROCESS OF THE AUDIT
Contractor shall provide Recovery Audit Services through the following audit process involving 11 steps for successful completion. The process is detailed in Steps (one) 1 through eleven (11) of this section.

Step 1: Data Download from IT
Contractor shall provide UConn Health with specific data download instructions, requesting specific tables from UConn Health’s electronic and finance procurement system(s). Contractor does not require a significant amount of data manipulation from UConn Health; instead, Contractor requires a complete download of available tables within the electronic and finance procurement system(s) to ensure that Contractor is not missing pertinent information while performing its obligations under this Contract and its Recovery Audit Services. Contractor’s team may work with manual systems when an electronic system is not in place.

Step 2: Offsite Data Work
Upon receipt of data request via Contractor’s secure File Transfer Protocol (“FTP”) site, Contractor’s internal team shall convert the raw data into a format that is workable in its proprietary system. Upon completion of the download, Contractor’s team shall use those systems to identify prospective claim areas for further investigation. The process shall take one (1) to two (2) weeks and does not require investment of UConn Health time.

Step 3: Onsite Kickoff
Contractor shall meet on site with UConn Health’s leadership team and/or their designated representatives of the Finance, AP and Procurement/Contracts Departments to better understand UConn Health’s business operations and how each individual department operates. Contractor has developed a thirty (30) minute group discussion process to clearly define UConn Health’s business processes unique to each department, areas of concern for the staff, and any known issues with Suppliers to be considered out of the scope of the audit. Such review reduces the amount of false positive claims and allows Contractor’s auditors to comprehend the terminology used and defined by each department.

Step 4: Invoice Audit
Contractor auditors shall begin reviewing all UConn Health electronic and paper invoices for every Supplier for the entire audit period. This invoice review shall identify prompt payment discounts offered by Suppliers and not taken by UConn Health, duplicate payments made for the same invoice, taxes and other incidentals charged to UConn Health that should have been exempt.

Step 5: Contract to Invoice Audit
Contractor shall obtain guest log-in access to GPO contracting databases to download price lists to electronically compare to the price paid taken from the Enterprise Resource Planning (“ERP”) data. Contractor shall audit millions of line item transactions instantly as compared to the contract price at the time of purchase from the GPO. Contractor shall identify those opportunities electronically. Contractor shall read physical contracts to validate that the contract price was in effect at the time of purchase. This process shall generate a claim to recover the difference, subject to UConn Health approval(s).

Step 6: Electronic Data Audit
Contractor shall continue its work on electronic audit techniques to identify additional recovery opportunities created within the merged data through the term of this Contract.

Step 7: Statement Audit
Contractor’s support auditors shall identify accounts (individual credit) with Suppliers not known to UConn Health and will simultaneously begin the account validation through process through data audit, invoice audit and statement audit to identify open aged credits on accounts resulting from duplicate payments, returns, overpayments, payments to the wrong Supplier, rebates and other refund management.

Step 8: Interim Audit Reports
Contractor staff shall work with UConn Health leadership team and/or their designated representatives when onsite to identify quick fixes to issues identified through the audit. Contractor’s managing partners lead UConn Health in a high level informational session highlighting process breakdowns and suggested fixes as well as a written format to ensure Contractor impacts changes from the start of the Recovery Audit Services. On the first Friday of each onsite period, Contractor shall provide a listing of claims identified in a read format for discussion and UConn Health approval. Each month during the term of the Contract, or at an interval chosen by UConn Health, Contractor shall provide an updated claims summary to UConn Health to track audit progress.

Step 9: Recoveries from Suppliers
Upon claims approval by UConn Health leadership and/or their designated representatives, Contractor shall commence the collection process with UConn Health’s Suppliers. Contractor’s collection process shall ensure full alignment and approval with UConn Health staff and UConn Health’s Suppliers before invoicing. Contractor’s collections team shall contact Supplier contacts, which Contractor shall track in a database, to request an investigation of a potential overpayment. Contractor’s collections analyst shall provide the Supplier with the relevant information (spreadsheet, invoices, checks, contract, purchase orders) required to investigate the claim. The assigned collections analyst shall continue to work with Supplier to ensure a timely resolution of the claim.

Contractor shall direct all credit memos and checks directly to UConn Health. All refunds shall be tracked by Contractor collection staff. Contractor’s invoice is generated by receipt of a refund check or credit memo received and Applied by UConn Health. For the duration of the Recover Audit Services Contract Term, Contractor shall provide UConn Health with access to the client portal to allow live tracking of all Recovery Audit Services activities.

Step 10: Audit Report Writing
Contractor’s collections team shall obtain refunds from UConn Health Suppliers during which time Contractor’s auditors and audit management staff shall actively generate a written Audit Report and Benchmarking Report for UConn Health.
Step 11: Final Audit Report
Upon completion of six (6) months of UConn Health collections, Contractor’s recovery audit management team shall meet with UConn Health to present the Profit and Audit Reports and Benchmarking Reports to provide results against other health systems with similar profiles highlighting opportunities for improvement, including quantitative and statistical analysis and data which indicates methods to control weaknesses and promote best practice to improve operations.

J. PROCESS IN DEALING WITH UCONN HEALTH SUPPLIERS
Contractor shall collaborate with its professional contacts at the GPOs and Suppliers in the healthcare industry. Contractor’s audit recovery team shall use such professional contacts to communicate with such GPOs and Suppliers in a collaborative way to maximum the amount of recoveries from such entities.

K. CLAIMS COLLECTION PROCESS
Contractor shall review all but not limited to, UConn Health’s Supplier contracts, invoices, and orders for missed recoveries and rebates. Contractor shall work with its legal consultants to ensure the analysis is correct. Contractor shall review all potential claims with UConn Health leadership team and/or their representatives for approval to reach out to each Supplier. Upon receipt of approvals, Contractor’s audit recovery team shall communicate with Supplier, explain the discrepancy, and request the appropriate amount for the recovery. Contractor will request that Suppliers send recoveries directly to UConn Health and will wait until the recovery checks are received and Applied before Contractor issues a corresponding invoice. Contractor shall use its own (“Claim Form”) for the collection process. A sample (“Claim Form”) is provided in Exhibit D.

L. TIME TO COMPLETE AUDIT
Contractor’s onsite audit shall take two (2) weeks to complete. Upon completion of initial onsite audit, the recovery process shall take approximately two (2) additional months. Upon completion of the onsite audit, Contractor’s audit recovery team shall complete all claims recoveries.

M. CHANGES TO AUDIT TEAM WHILE PROVIDING SERVICES
Contractor’s audit team not shall change throughout the course of the Recovery Audit Services. Four (4) assigned team members shall be the only Contractor staff assigned. Contractor’s data steward shall participate in the beginning of Recovery Audit Services project during the one-time data upload from UConn Health AP. Contractor’s project director shall be assigned during the entire process, and shall work on-site with its auditor and claims analyst. Contractor’s auditor and analyst shall begin work once the data steward finishes the data processing and set up. Contractor shall maintain the same team for each Supplier account, and shall not rotate in new staff unless unavoidable circumstances arise. Should Contractor require to switch out a team member, UConn Health will be notified immediately and be provided with a resume of the new team member for UConn Health’s review and approval. The new team member will have equivalent skills and capabilities as the replaced member. All Contractor’s audit personnel shall be badged in accordance with UConn Health’s Public Safety Policies and Procedures and shall wear badges while on UConn Health premises at all times.

N. REPORTING METHOD
Contractor shall provide reports to UConn Health as a standard part of the process and the Recovery Audit Services. Contractor shall provide a detailed excel spreadsheet on a weekly or bi-weekly basis based on UConn Health’s preference. The spreadsheet shall cover claims details, recent contact update, and invoicing information for UConn Health. Contractor shall provide UConn Health with a final audit report that covers Contractor’s findings in contracting and procurement, logistics and freight, and AP. The report outlines Contractor’s approach to the audit and procedures which Contractor used. Contractor lists its observations by department with each observation followed immediately by their recommended solution. Contractor shall include a written claims summary of the collection action and duplicate Supplier report. Contractor shall supply UConn Health with a Benchmarking Report. The Benchmarking Report is designed to show a comparison between UConn Health and others in their industry to help determine where the problem areas are. Contractor’s team shall use this information to assist the UConn Health in operation suggestions to rectify issues Contractor discovers while performing it Recovery Audit Services. Contractor
shall provide UConn Health with a final audit report, namely The Profit and Audit Reports and Benchmarking Report upon completion of the Recovery Audit Services. Contractor shall provide UConn Health with online access to the client online portal to access such reports.

O. STEPS AFTER AUDIT FIELDWORK COMPLETION
Upon Contractor’s completion of the audit fieldwork, Contractor shall commence collecting recoveries and building its audit and Benchmarking Report to present to UConn Health upon Recovery Audit Services project closeout.

P. PROCEDURES AND PROCESSES
Contractor shall use a broad view recovery process which expands the review to include all monetary exchanges between A/P, the Supplier, tax authority, procurement, supply chain shipping and receiving and the GPO. Contractor’s process shall guarantee each transaction receives at least twenty (20) touches from its team to verify it.

Contractor shall provide UConn Health with sustainable process improvements and cost savings changes that can reduce supply costs for years to come.

Using its recovery process, Contractors team recovers large amounts using its legacy method. Contactors Services shall include its involvement throughout the entire recovery life cycles. Contractor shall be involved with calling Suppliers to follow and receive discovered recoveries.

Q. DELIVERABLES/OUTCOME DESCRIPTION
Contractor’s main deliverables for the Recovery Audit Services under this Contract shall be claims identification, claims collection, process improvements and reports.

Identified claims are the recoveries which Contractor’s auditor and claims analyst shall find in their review of UConn Health contracts with its Suppliers. For this deliverable, Contractor shall collaborate with UConn Health’s AP team to collect all Supplier contracts and invoices for review and audit.

Claims collections are the recoveries (recovery checks) the Contractor team contacts Suppliers for. Contractor shall obtain UConn Health approval of all claims requests prior to contacting the appropriate Supplier. Once Contractors Audit Recovery Services are completed, Contractor shall provide UConn Health with a list of identified claims and work with UConn Health to determine which claims are recommended to pursue and which are not recommend to be pursued.

Contractor shall make process improvements recommendations to UConn Health for future contracts and communication with Suppliers. Contractor shall provide the recommended improvements to be implemented by UConn Health, as such improvements shall reduce the amount of future missed claims. Contractor shall provide UConn Health a weekly status reports, a final recovery audit report and a Benchmarking Report. Contractor shall include recommendations in the final audit report and shall review all reports during project closeout with UConn Health.

R. PROPOSED SCHEDULE/TIMELINE

1. Upon full execution of this Contract, Contractor’s Recovery Audit Services project timeline is outlined below. Contractor estimates Services shall take Three (3) months to complete. Should Contractor not meet UConn Health’s request for completion of Recovery Audit Services by January 30, 2019, the Parties agree to postpone Contractor’s start date a date agreed to in writing by both Parties.

2. Contractor shall work Monday through Friday from 7:30 a.m. to 4:30 p.m. as standard business hours. Overtime is not compensated under this Contract. During the course of providing audit recovery services to UConn Health under this Contract, Contractor shall provide the following during the course of these Services:

2.1) **Phase 1 Data:**
   a) Data download from UConn Health.
   b) Data Download from IT and Offsite Data Work.
c) Onsite kickoff meeting with UConn Health AP Leadership Team and/or its designated representatives.
d) The Parties and GPO’s shall sign a Marketplace Access Agreement which Contractor shall provide to UConn Health.

2.2) **Phase 2 Audit:**
a) Onsite kickoff meeting with AP leadership team and/or its designated representatives, Invoice Audit, Contract to Invoice Audit, Electronic Data Audit, Statement Audit, Interim Audit Reports
b) Claims approval #1
c) Status Report
d) Claims approval #2
e) Status Report

2.3) **Phase 3 Collections:**
a) Recoveries from Suppliers, Audit Report Writing, Final Audit Report
a) Status Report
b) Status Report
c) 80% of recoveries completed
d) Status Report

2.4) **Phase 4 Reporting:**
a) Profit + Audit Internal Controls and Benchmark Reports
b) Final Report

Remainder of page intentionally left blank.

End of Exhibit A
EXHIBIT B
UCONN HEALTH RESPONSIBILITIES

A. UConn Health shall provide Contractor a listing of all known issues with Suppliers including any known open credits on account which Contractor will not attempt to collect without permission from UConn Health. Any issues not listed may be recoverable by Contractor and shall result in billing according to agreed-upon terms. If no listing is provided, Contractor will recover and bill for all available erroneously paid claims. Open credit memos on Supplier account for more than ninety (90) days which are not listed on the known issues listing at the time of receipt of a statement of account by Contractor will be considered aged and valid for collection and payment. Open credit memos on Supplier account for more than three hundred sixty-five (365) days and listed on known issues listing at the time of receipt of a statement of account by Contractor will be considered aged and valid for collection and payment.

B. UConn Health shall provide Contractor with a GPO (“Group Purchasing Organization”) data pull from UConn Health’s ERP (Enterprise Resource Planning) system known as (“Banner”) for invoices approved for payment. The header information included on the report may include but is not limited to the following fields or as available in Banner: Supplier name, item number, items description, Supplier code, catalog number, manufacturing code, manufacturer name, manufacturer catalog number, purchase order date, purchase order number, purchase order line item, purchase order price, purchase order quantity, purchase order unit of measure, invoice date, invoice number, invoice line number, invoice unit amount, invoice fund, organization, account, program, activity, and location (“foapal”) amount, invoice total price, invoice quantity, quantity per foapal, invoice unit of measure, general ledger department code, general ledger account, general ledger department description, general ledger account description, fund, invoice match date, AP Supplier tax ID, contract number, discounted amount, drugs, pharmaceuticals-inpatient, drugs-medicines and serums, pharmaceuticals-outpatient; routine drugs, i.v. solutions, drugs chargeback, medical supplies, medical and laboratory supplies, billable medical/surgical supplies, non-billable medical/surgical supplies, routine medical/surgical supplies, laboratory reagents and chemicals, plastics and disposables, glassware, gold/alloys, medical instruments/minor equipment, photographic supplies, photographic film, media, pipettes, animals, restricted reagents and chemicals, blood donations, medical supplies chargeback, supplies accrued expense.

C. UConn Health shall provide a list of Suppliers to Contractor for auditing. Contractor shall set up a shared data transfer site with a secure file transfer for UConn Health where UConn Health may send Supplier and GPO price lists.

D. UConn Health shall use commercially reasonable efforts to provide timely and accurate delivery of available accounting records and data to Contractor from the list in Exhibit C, in electronic or paper format for the historical procurement and accounts payable audits. Such accounting records, as detailed in this Contract, shall be for the past three (3) years available, in the following grouping order: Fiscal Years 2016, 2017, 2018 and 2019 or as requested by UConn Health.

Remainder of page intentionally left blank.

End of Exhibit B
EXHIBIT C
ACCOUNTS PAYABLE AUDIT FILES

A. The data table of suggested requirements listed in this Exhibit C is a guide to help the Parties identify reports that may be required by Contractor or may be provided by UConn Health for the Recovery Audit Services. Any File submitted to Contractor for the Recovery Audit Services may include, but are not limited to, the fields listed below. Contractor prefers raw files to ensure the data file is a true representation of UConn Health’s database. As an example, if the Supplier master files contains 50 columns of data attributes, Contractor requests UConn Health to include all 50 attributes or as many as available in Banner or other UConn Health systems.

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<td>o The current accounts payable list that is due to Suppliers and any known credits on accounts with Suppliers</td>
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<td>o Supplier number</td>
</tr>
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<td>o Invoice number</td>
<td>o PO date</td>
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<td>o Invoice date</td>
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</tr>
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<td>o Invoice gross amount</td>
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<tr>
<td>o Invoice net amount</td>
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<td>o Sales tax amount</td>
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<td>o Cash Discount</td>
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<td>o Check number</td>
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<td>o Date paid/check date</td>
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<tr>
<td>o Purchase order number</td>
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<td>o Voucher number</td>
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<td>o Supplier ID</td>
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<td>o Supplier name</td>
<td></td>
</tr>
<tr>
<td>o Supplier price</td>
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<td>o Item's active status</td>
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<td>o Packing String Unit of Measure (UOM)</td>
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<table>
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<th>Additional Needs</th>
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<tbody>
<tr>
<td>o Vizient or other GPO NDA (New Drug Application)</td>
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</tr>
<tr>
<td>o VPN to invoice imaging system or paper invoices</td>
<td></td>
</tr>
<tr>
<td>o Onsite workspace</td>
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</table>
EXHIBIT D
CONTRACTOR’S SAMPLE CLAIM PACKET

The sample documents of this Exhibit D represents Contractor’s sample claim packet when Contractor’s audit team seeks a credit memo on behalf of UConn Health in providing Recovery Audit Services.

A. Introduction

B. Vendor Correspondence Email

C. Authorization Letter

D. Claims Coversheet

E. Supplier Invoice

F. Contract Coversheet

G. Contract Terms and Conditions

H. Contract Price List

A. INTRODUCTION

Prior to submitting claim packet to Supplier, Contractor will provide a 100% invoice audit and contract pricing audit which will validate the purchase history provided. Contractor's Data Analytics Tool (“DAT”) will use this database to identify potential pricing claims that will be substantiated with physical documentation and uploaded to UConn Health’s portal by Contractor's auditor. Once the data identifies and is documented as a potential claim, Contractor’s audit manager will review and approve the claim, initiating UConn Health approval workflow. Once UConn Health has approved that the claim identified can be pursued by Contractor’s collections team, all documents in the portal will be converted to individual PDFs and attached in an email as follows.
B. VENDOR CORRESPONDENCE EMAIL

Good Afternoon,

Attached please find the pricing claim for CLIENT NAME #(ACCT NUMBER) regarding Contract # xxx on contract pricing not received.

Please send a copy of the check to me and mail to:

CLIENT NAME
ATTN:
CLIENT ADDRESS
CLIENT CITY, STATE ZIP

Thanks for your assistance.

Michelle

Michelle Gauthier
Collections Specialist, Finix
616 250 7550 (main) www.UseFinix.com
616 682 7107 (direct)
616 723 6790 (fax)
100 Grandville SW Suite 201, Grand Rapids, MI 49503

LinkedIn
Twitter
C. **AUTHORIZATION LETTER**

March 28, 2018

Dear Vendor,

This letter is an introduction and confirms the appointment of Auditrax, LLC, dba Finix as procurement and accounts payable auditors. This letter of agency does not preclude or limit from acting on its own behalf but does grant Finix agency authorization to act on behalf of

Finix may act on behalf of on matters concerning accounts payable and purchasing functions such as:

1. Requesting invoices from vendors.
2. Requesting statements from vendors.
3. Requesting pricing information from vendors.
4. Requesting refunds for various forms of overpayment.

We have asked Finix to move forward expeditiously in their audit of our accounts payable department but we need your assistance in completing the process. We request that your organization respond quickly to their inquiries and to afford them the same courtesies and responsiveness as you would any other executive at We thank you in advance for your cooperation and in assisting Finix.

This letter of agency shall remain in effect for twelve (12) months from this date, or unless rescinded in writing. A photocopy of this appointment is to be considered valid as is an original.

Sincerely,

Director – Category Management
D. CLAIMS COVERSHEET

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Beckman Coulter</th>
<th>Amount</th>
<th>1,261.00</th>
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<tbody>
<tr>
<td>Vendor Number</td>
<td>16940</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claim Description</td>
<td>Vendor is over-charging on products protected by contract pricing. Contract dates effective 9/13/2017-6/30/2020.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract #</td>
<td>LB0161 Beckman Coulter Hematology</td>
<td></td>
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</tr>
<tr>
<td>Remit To</td>
<td>(Client's Information Left Blank)</td>
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<table>
<thead>
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### VENDOR INVOICE

**E. VENDOR INVOICE**

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<td>FP.9C CELL CONTROL 9X</td>
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<td>1</td>
<td>250.11</td>
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Invoice represents scheduled shipment of reagents per agreement 4285US. This is a standing order that runs from June 2017 through May 2018. Please contact us to set up a new schedule prior to May 2018 to avoid interruption of supply shipments.
### F. CONTRACT COVERSHEET

**A59925 - Control Hematology 3.5ML Cell Level 1-3 6C**

- **Your Item #:** 283247 - DXH 6C CONTROL
- **Supplier:** Beckman Coulter Inc
- **Category:** Hematology quality controls or calibrators or standards (41116122)
- **Contract:** LB0161 Beckman Coulter Hematology
- **Effective Date:** July 1, 2012 - June 30, 2020
- **Contract Attributes**

#### Product Information

- **Control Hematology 3.5ML Cell Level 1-3 6C**

#### Your Product Information

- **Manufacturer Name:** BECKMAN COULTER
- **Manufacturer Catalog Number:** A59925
- **Vendor Name:**
- **Vendor Catalog Number:**
- **Vendor ID:**
- **Unit of Measure:** EA

#### Your Price and Tier Details

- **Your Price:** $224.8900 EA
- **Tier Price:** $224.8900 EA
- **Your Previous Price:** $EA
- **Your Future Price:** $EA

#### Product Item Numbers

- **Beckman Coulter Hematology LB0161 Tiered Pricing - Base**
- **Tier**
G. CONTRACT TERMS AND CONDITIONS

For Confidentiality Purposes, this page is intentionally left blank.
**H. CONTRACT PRICE LIST**

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<th>UOM</th>
<th>Product Description</th>
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<td>06/30/2020</td>
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<td>$215.1100</td>
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<td>Tier 2 Purchase 36,501 to 73,000 cbc OR $12,500 to $25,000 annually</td>
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<td>06/30/2020</td>
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<td>$205.3400</td>
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<td>EA</td>
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<td>$202.0800</td>
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<tr>
<td>$198.4100</td>
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<td>Tier 5 Purchase 182,501 to 1,096,000 cbc OR $75,001 to $350,000 annually</td>
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<tr>
<td>$198.4100</td>
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<td>Tier 6 Purchase 1,096,001 to 1,825,000 cbc OR $350,001 to $1,825,000 annually</td>
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<td>Control Hematology</td>
<td>09/13/2017</td>
<td>06/30/2020</td>
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</table>

End of Exhibit D
Office of University Compliance

**Faculty and Staff Training** – The 2019/2020 Graduate Assistant Compliance Training launched at the beginning of the Fall semester.

In early October, the Office of University Compliance (OUC) will be launching a new version of the Annual Compliance Training at UConn Health. The training will include modules on the Office of University Compliance, the Code of Conduct, the Code of Ethics, Public Safety at UConn Health, and Key Reminders. The new training will be closed captioned and will provide opportunities to test your knowledge related to the presented materials.

**Investigations** – As of September 16th, OUC has received 98 reports through the REPORTLINE. UConn Health accounts for 38% of all reported concerns. Matters reported cover topics such as employee relations, diversity and equity, privacy and policy and process integrity.

**Education and Awareness** - This summer, OUC started its first “Compliance Summer Series”. This online publication provided weekly guidance and updates related to various policies and compliance matters at UConn and UConn Health.

In collaboration with key stakeholders, the OUC developed a resource page identifying mandatory compliance-related training requirements within various areas. This central resource is intended to assist employees in understanding and fulfilling the training requirements applicable to their roles.

**Compliance Monitoring** - The OUC has developed new tools to continue to grow and enhance its compliance monitoring initiatives, including a Compliance Profile designed to capture information related to compliance efforts across the institution. This information will assist the University in identifying strong components of our compliance program as well as opportunities for further development, support, and resources. Currently, the OUC has engaged five distinct areas at UConn and UConn Health in this new compliance monitoring initiative.
Healthcare Compliance

Healthcare Compliance Training - Later this fall, the Office of Healthcare Compliance will launch a standalone Healthcare Compliance training that will cover topics such as Preventing Fraud, Waste and Abuse, Financial Conflicts of Interest in Clinical Health Care, EMTALA, Mandatory Reporter obligations and more.

The 2019/20 Medical and Dental student Healthcare Compliance Training launched in August.

Office of Inspector General (OIG) Work Plan - A key component of an effective healthcare compliance program is monitoring and addressing risk areas identified in the OIG Work Plan. The Office of Healthcare Compliance has reviewed the active OIG Work Plan and is working with UConn Health management to review applicable risk areas and determine whether existing internal controls and/or department-level monitoring plans are adequate or if they should be revised to assure compliance.

National Government Services

The Office of Healthcare Compliance is continuing education and monitoring for identified Targeted Probe and Educate (TPE) reviews.
University of Connecticut
&
University of Connecticut Health Center

Joint Audit & Compliance Committee Meeting
### Compliance Plan – FY20

<table>
<thead>
<tr>
<th>Program Element</th>
<th>Activities</th>
</tr>
</thead>
</table>
| **Standards of Conduct/Policies and Procedures** | ▶ Oversee the development and implementation of an institution-wide University Policy Office  
▶ Complete the revision and approval process for the University’s Code of Conduct                                                  |
| **Leadership and Authority**           | ▶ Conduct training of UConn Health’s Board of Directors on the components of the Compliance Program and the importance of executive/management oversight  
▶ Present to the President’s Cabinet on the activities of the University’s Compliance Program  
▶ Conduct a review and revision of the University’s Compliance Committee Charter  
▶ Initiate and implement a Healthcare Compliance Committee at UConn Health  
▶ Onboard new Director of the Office of Healthcare Compliance at UConn Health                                                                 |
| **Education**                          | ▶ Develop a Compliance Workshop for Managers and Supervisors at UConn Health  
▶ Develop a Compliance Training matrix for employees at UConn Health  
▶ Develop a Compliance Training matrix for students and vendors at UConn Storrs and UConn Health  
▶ Provide and promote the use of a self-assessment tool for decentralized compliance areas (Compliance Profile) |
| **Monitoring and Auditing**            | ▶ Initiate monitoring activities in five (5) compliance areas at UConn and UConn Health  
▶ Work with the Compliance Committee to build risk assessment tools to inform annual monitoring calendar  
▶ Work with the Compliance Committee to conduct an assessment of the effectiveness of compliance activities at the University  
▶ Serve on the Background Check Task Force                                                                                 |
| **Reporting and Investigating**        | ▶ Facilitate the review and revision of the University’s Non-Retaliation Policy  
▶ Review and revise the investigation protocol and procedural guidelines  
▶ Report trends from REPORTLINE data to the Joint Audit and Compliance Committee and senior management |
| **Discipline and Incentives**          | ▶ Work with senior leadership and Human Resources to include compliance incentives in the management performance review process  
▶ Conduct data tracking of issued discipline resulting from non-compliance and report results of data analysis |
| **Response and Prevention**            | ▶ Utilize data from the REPORTLINE tracking system to conduct “root cause” analysis of compliance concerns and develop plan for targeted education and opportunities for cross-institutional collaboration |

Approved by the Joint Audit & Compliance Committee at their __________Meeting
### UConn Audit Plan – FY20

Status Codes: *= University wide audit

<table>
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<tr>
<td>CT Bioscience Innovation Fund (CBIF) and Regenerative Medicine Research Fund (RMRF) Grants FY19 Expenditures* – the Program requires an annual audit to verify that program expenditures comply with the terms of each Agreement</td>
<td>In Process</td>
</tr>
<tr>
<td>Undergraduate Student Safety Training – evaluate the distribution of course specific materials relevant to safety for the various academic content areas through HuskyCT; assess completion of undergraduate student safety training included in applicable classes for which the instructor must “grade” as completed (or not) the student’s class grade in the Student Administration System; review the Student Worker Safety training completed as an on-boarding process</td>
<td>In Process</td>
</tr>
<tr>
<td>CT Bioscience Innovation Fund (CBIF) and Regenerative Medicine Research Fund (RMRF) Grants FY20 Expenditures* – The Program requires an annual audit to verify that program expenditures comply with the terms of each Agreement</td>
<td></td>
</tr>
<tr>
<td>Faculty Consulting FY2019 (07/01/18-06/30/19)* – Connecticut General Statute (CGS) 1-84(r) requires an annual audit of faculty consulting to evaluate the effectiveness of the established faculty consulting activity approval and oversight procedures and compliance with state regulations and University policies and procedures</td>
<td></td>
</tr>
<tr>
<td>Collaborative Technology Partnerships* – evaluate policies, procedures and effectiveness of internal controls in University/Private Technology partnerships; assess compliance with federal regulations, and terms and conditions of the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) program grants and subcontracts that encourage domestic small businesses to engage in federal research and development that has the potential for commercialization</td>
<td></td>
</tr>
<tr>
<td>Conflict of Interest in Research* – evaluate the extent to which the University’s institutional Conflict of Interest policies and procedures comply with the requirements of Federal agencies, including: significant financial interest (SFI) disclosures; conflict of interest management plans; enforcement mechanisms; and sanctions, and to consider the possible existence of undisclosed SFIs arising from private consulting activities performed by faculty</td>
<td></td>
</tr>
<tr>
<td>Federal Expenditures* - assess the effectiveness of internal controls designed to support and account for expenditures charged to federal grants and determine whether expenditures charged to federal grants complied with grant contract terms and conditions and were allowable under federal Uniform Guidance requirements, including subrecipients, effort reporting, and recharge centers</td>
<td></td>
</tr>
<tr>
<td>Undergraduate Student Worker Safety Training – assess the extent to which student workers have completed a safety assessment with the hiring supervisor and received safety training commensurate with the assessment during the on-boarding process</td>
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</tr>
<tr>
<td>AUDIT</td>
<td>STATUS</td>
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<tr>
<td>Student Health Radiology Services – evaluate whether radiology images have been interpreted according to the terms of the agreement with UConn Health and the technical and professional services billed properly</td>
<td>In Process</td>
</tr>
<tr>
<td>Student Health Services – review access to the prescription functionality in the electronic record, and assess whether transmitted prescriptions correspond with a documented medical condition</td>
<td>In Process</td>
</tr>
<tr>
<td>Tax Exempt Bond Compliance – evaluate compliance with master indenture terms; University policies and procedures; and relevant state and federal regulations</td>
<td>In Process</td>
</tr>
<tr>
<td>CONSTRUCTION/UCONN 2000</td>
<td></td>
</tr>
<tr>
<td>On-Call Contracts – review Capital Projects and Contract Administration business processes for compliance with Connecticut regulations and University policies and procedures</td>
<td>In Process</td>
</tr>
<tr>
<td>Change Order Review – review the scope of work and costs for change orders submitted during the review period for compliance with terms of contracts and University procedures</td>
<td>In Process</td>
</tr>
<tr>
<td>Student Recreation Center Equipment Purchases – review the bid process, purchase orders, invoices and other relevant documentation associated with the equipment purchased for the student recreation center for compliance with University policies, state regulations, and terms of the bond indenture</td>
<td>In Process</td>
</tr>
<tr>
<td>Construction Life Cycle Review(s) – verify compliance with federal, state and University requirements, reasonableness of construction costs, and agreement with terms and conditions of the contract for selected projects to be determined, including projects under $500,000</td>
<td>In Process</td>
</tr>
<tr>
<td>INFORMATION TECHNOLOGY (IT)</td>
<td></td>
</tr>
<tr>
<td>Cogeneration Power Plant IT General Controls – assess overall general controls and compliance with University IT policies and relevant regulatory and industry standards for the Cogeneration Power Plant environment, including key applications</td>
<td>In Process</td>
</tr>
<tr>
<td>Wireless Network* – assess wireless network administration processes and configurations for compliance with industry standards and University policy</td>
<td>In Process</td>
</tr>
<tr>
<td>Patch Management* - Evaluate effectiveness of control processes for identifying, acquiring, installing, and verifying patches for infrastructure-related systems such as operating systems and server software</td>
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<td>AUDIT</td>
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<td>Business Continuity* – Assess the effectiveness of the overall business continuity strategy and program including preparedness, planning and testing to determine whether business processes can continue during a time of emergency or disaster</td>
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<td>Privileged Access* – evaluate control processes, including the adequacy of tools, to track, control, and monitor the use and assignment of administrative privileges across various computer platforms and operating systems</td>
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<tr>
<td><strong>FINANCIAL &amp; OPERATIONAL</strong></td>
<td></td>
</tr>
<tr>
<td>Student Clinical Placements – evaluate clinical placements including safety, physical setting, level of supervision and fulfillment of fulfillment of stated plan</td>
<td>In Process</td>
</tr>
<tr>
<td>Entrepreneurial Academic Programs – analyze the revenue and expenditures of existing entrepreneurial graduate programs and the distribution of net income and compliance with associated mobility agreements as appropriate</td>
<td>In Process</td>
</tr>
<tr>
<td>Foundation Receipts and Disbursement FY19 - The Board of Trustees requires an annual audit to examine Foundation disbursements for compliance with University policies related to the disbursement of Foundation funds and gifts to the Foundation for compliance with Connecticut General Statute (CGS) Section 4-37 et seq., and University policies concerning the deposit of funds at the Foundation</td>
<td>In Process</td>
</tr>
<tr>
<td>Selected Contract Review – review payment requests for compliance with contractual terms, conditions and statements of work, and University policies and procedures - Gilbane Building Company</td>
<td>In Process</td>
</tr>
<tr>
<td>Foundation Receipts and Disbursement FY20 - The Board of Trustees requires an annual audit to examine Foundation disbursements for compliance with University policies related to the disbursement of Foundation funds and gifts to the Foundation for compliance with Connecticut General Statute (CGS) Section 4-37 et seq., and University policies concerning the deposit of funds at the Foundation</td>
<td></td>
</tr>
<tr>
<td>Non-Federal Financial Aid - review merit scholarships, tuition waivers, miscellaneous student fee bill credits, and other forms of non-federal financial aid awarded to students for compliance with University policies and state regulations, excluding scholarships that are funded by foundation</td>
<td></td>
</tr>
<tr>
<td>Unrestricted Fund Sources (4-ledger accounts) – evaluate use and oversight of funds posted to unrestricted KFS accounts for compliance with University policies</td>
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<tr>
<td>AUDIT</td>
<td>STATUS</td>
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<tr>
<td>Asset Management (Including Controllable Property) - assess management’s asset tracking system to verify compliance with policies and procedures, &amp; University, state and federal regulations on maintenance, disposal, safeguarding and reporting assets</td>
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</tr>
<tr>
<td>University Surplus Operations – assess business operations, including surplus store inventory valuation and tracking, retail operations, and compliance with University, state and federal regulations on maintenance, disposal, safeguarding and reporting assets</td>
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<tr>
<td>University Catering – review business operations and internal billing for fiscal management and compliance with State and University policies including the Business Meal Policy</td>
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</tr>
<tr>
<td>New Hire Faculty and Management Exempt Offer Letters* – evaluate the terms and conditions of employment contained in offer letters to new employees in the various academic and administrative units across the University for consistency in the areas of compensation equity, teaching/research/service workload, start-up funding commitments, relocation, duty station, and other areas to be determined</td>
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<td>Employee Separations* – review the separation process to assess consistency among departments, compliance with University policies, and practices related to safeguarding University resources</td>
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<tr>
<td>Vendor Management – assess the effectiveness of the vendor management policies and procedures implemented in HuskyBuy</td>
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<tr>
<td>International, Employees &amp; Visitors* – review University policies and procedures regarding international employees &amp; visitors for compliance with governmental regulations</td>
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<tr>
<td>Building Security* – assess procedures for granting and monitoring building access to UConn facilities and managing life safety systems</td>
<td></td>
</tr>
</tbody>
</table>

**ATHLETICS**

| Athletics Travel including: recruiting; team; and other employee travel – assess compliance with University policy and NCAA regulations | In Process |
| NCAA Division 1-A Membership Requirements – annual agreed upon procedures to assist in evaluating whether NCAA Division I membership requirements have been met | |
| Ticket Operations – assess complementary tickets including NCAA compliance, donation levels and season ticket seat assignments to UConn Athletic team games, game day sales and cash handling, issued ticket reconciliation, manual entries, IT security of confidential info, PCI, disaster recovery, and access controls | |
### University of Connecticut & University of Connecticut Health Center
### Joint Audit & Compliance Committee Meeting
### UConn Health Audit Plan – FY20

Status Codes: *= University wide audit

<table>
<thead>
<tr>
<th>AUDIT</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>CLINICAL: FINANCIAL / OPERATIONAL / COMPLIANCE</strong></td>
<td></td>
</tr>
<tr>
<td>Operating Room – assess whether services are provided, documented and billed in accordance with internal policy and governmental regulations</td>
<td>In Process</td>
</tr>
<tr>
<td>Lab Utilization – utilize data analytics (ACL) and chart review to assess the medical necessity, utilization and reimbursement of lab services</td>
<td></td>
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<tr>
<td>Dermatology – assess whether services are ordered, provided, documented and billed in compliance with governmental regulations and payer requirements and that the associated charges and collections are complete, accurate and timely</td>
<td></td>
</tr>
<tr>
<td>Pathology – assess whether services ordered, provided, documented and billed in compliance with governmental regulations, payer requirements and the associated charges and payments are complete, accurate and timely</td>
<td></td>
</tr>
<tr>
<td>Advanced Beneficiary Notices and Hospital-Issued Notices of Non-coverage – evaluate whether notices are issued to patients when required, retained and that the corresponding account balances are billed in compliance with federal guidelines</td>
<td></td>
</tr>
<tr>
<td>Psychiatric Outpatient Services – assess whether services are planned, provided, documented and billed in compliance with governmental regulations, payer requirements and the associated charges are complete, accurate and timely</td>
<td></td>
</tr>
<tr>
<td>Radiology - assess whether services billed by the radiology modalities were ordered, provided and documented in compliance with governmental regulations, payer requirements and the associated charges and copayments/deductibles are complete, accurate and timely</td>
<td></td>
</tr>
<tr>
<td>Electronic Prescriptions – review access to the prescription functionality in the EPIC electronic record, and assess whether transmitted prescriptions correspond with a documented medical condition.</td>
<td></td>
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</tbody>
</table>

| **RESEARCH / GENERAL COMPLIANCE**                                     |                 |
| American’s with Disabilities (ADA) – evaluate university compliance with ADA regulations, standards and internal policy | In Process      |
## UConn Health Audit Plan – FY20

<table>
<thead>
<tr>
<th>AUDIT</th>
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<tbody>
<tr>
<td><strong>CT Bioscience Innovation Fund (CBIF) and Regenerative Medicine</strong></td>
<td><strong>In Process</strong></td>
</tr>
<tr>
<td>Research Fund Grants FY19 Expenditures* – the Program requires an</td>
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</tr>
<tr>
<td>annual audit to verify that program expenditures comply with the</td>
<td></td>
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<td>terms of each Agreement</td>
<td></td>
</tr>
<tr>
<td><strong>Faculty Consulting (07/01/18-06/30/19)</strong>* – Connecticut General</td>
<td></td>
</tr>
<tr>
<td>Statute (CGS) 1-84(r) requires an annual audit of faculty consulting</td>
<td></td>
</tr>
<tr>
<td>evaluate the effectiveness of the established faculty consulting</td>
<td></td>
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<tr>
<td>activity approval and oversight procedures and compliance with state</td>
<td></td>
</tr>
<tr>
<td>regulations and University policies and procedures</td>
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<tr>
<td><strong>Collaborative Technology Partnerships</strong>* – evaluate policies,</td>
<td></td>
</tr>
<tr>
<td>procedures and effectiveness of internal controls in University/</td>
<td></td>
</tr>
<tr>
<td>Private Technology partnerships; assess compliance with federal</td>
<td></td>
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<tr>
<td>regulations, and terms and conditions of the Small Business</td>
<td></td>
</tr>
<tr>
<td>Innovation Research (SBIR) and Small Business Technology Transfer</td>
<td></td>
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<tr>
<td>(STTR) program grants and subcontracts that encourage domestic</td>
<td></td>
</tr>
<tr>
<td>small businesses to engage in federal research and development that</td>
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<td>has the potential for commercialization.</td>
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<tr>
<td><strong>Federal Expenditures</strong>* – assess the effectiveness of internal</td>
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<tr>
<td>controls designed to support and account for expenditures charged</td>
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<td></td>
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<tr>
<td>subrecipients, effort reporting and recharge centers</td>
<td></td>
</tr>
<tr>
<td><strong>Conflict of Interest in Research</strong> and Healthcare – evaluate the</td>
<td></td>
</tr>
<tr>
<td>extent to which the University’s institutional Conflict of Interest</td>
<td></td>
</tr>
<tr>
<td>policies and procedures comply with the requirements of accrediting</td>
<td></td>
</tr>
<tr>
<td>bodies, Federal agencies including: significant financial interest</td>
<td></td>
</tr>
<tr>
<td>(SFI) disclosures; conflict of interest management plans;</td>
<td></td>
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<tr>
<td>enforcement mechanisms; and sanctions, and to consider the possible</td>
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</tr>
<tr>
<td>existence of undisclosed SFIs arising from private consulting</td>
<td></td>
</tr>
<tr>
<td>activities performed by faculty</td>
<td></td>
</tr>
</tbody>
</table>

### FINANCIAL / OPERATIONAL

<table>
<thead>
<tr>
<th>AUDIT</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Student Clinical Placements</strong>* – evaluate clinical placements</td>
<td><strong>In Process</strong></td>
</tr>
<tr>
<td>including safety, physical setting, level of supervision and</td>
<td></td>
</tr>
<tr>
<td>fulfillment of stated plan</td>
<td></td>
</tr>
<tr>
<td><strong>Patient Accounts Receivable and Contractual Allowance</strong> –</td>
<td><strong>In Process</strong></td>
</tr>
<tr>
<td>evaluate the procedures to determine expected payment, estimating</td>
<td></td>
</tr>
<tr>
<td>and recording the contractual allowance, and resolving payment</td>
<td></td>
</tr>
<tr>
<td>variances</td>
<td></td>
</tr>
</tbody>
</table>
### UConn Health Audit Plan – FY20

**Status Codes:** *= University wide audit

<table>
<thead>
<tr>
<th>AUDIT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>UH Contract Review – review payment requests associated with the CSI contract for compliance with contractual terms, conditions and statements of work, and UConn Health policies and procedures</td>
<td>In Process</td>
</tr>
<tr>
<td>Cash Application – assess the policies, procedures and related internal controls surrounding cash receipt, handling, posting and account resolution by Patient Financial Services and the Dental Billing Office for payment of accounts recorded in the health and dental records, Epic and AxiUm respectively</td>
<td></td>
</tr>
<tr>
<td>Building Security* – assess procedures for granting and monitoring building access UConn Health facilities and managing life safety systems</td>
<td></td>
</tr>
<tr>
<td>New Hire Faculty and Management Exempt Offer Letters* – evaluate the terms and conditions of employment contained in offer letters to new employees in the various academic and administrative units across the University for consistency in the areas of compensation equity, teaching/research/service workload, start-up funding commitments, relocation, duty station, and others areas to be determined</td>
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<td>Employee Separations* – review the separation process to assess consistency among departments, compliance with University policies, and practices related to safeguarding University</td>
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</tr>
<tr>
<td>Dental Faculty Practice Financial Compensation Plans – evaluate compensation structure for consistency, financial sustainability and compliance with University bylaws and collective bargaining arrangements</td>
<td></td>
</tr>
<tr>
<td>Environment of Care Project – assess the methodology for identifying and addressing risks related to the Joint Commission Life Safety Standards</td>
<td></td>
</tr>
<tr>
<td>International Employees &amp; Visitors* – review University policies and procedures regarding international employees &amp; visitors for compliance with governmental regulations</td>
<td></td>
</tr>
<tr>
<td>Limited Controllable Property Review – assess processes for managing personal assistant devices to verify compliance with policies and procedures, &amp; University, state and federal regulations on business use, maintenance, disposal, safeguards and tracking</td>
<td></td>
</tr>
</tbody>
</table>

### INFORMATION TECHNOLOGY (IT)

<table>
<thead>
<tr>
<th>AUDIT</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wireless Network* – assess wireless network administration processes and configurations for compliance with industry standards and UConn Health policy</td>
<td>In Process</td>
</tr>
</tbody>
</table>
# UConn Health Audit Plan – FY20

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<table>
<thead>
<tr>
<th>AUDIT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Research Data Security – assess overall general controls and compliance with University IT policies and relevant regulatory and industry standards for areas at UConn Health that conduct research, including key applications</td>
<td>In Process</td>
</tr>
<tr>
<td>EPIC Application Security – assess the overall design and effectiveness of security within the EPIC application, including the content and assignment of security roles, user access restrictions within the application based on job duties and segregation of duties principles and adherence to UConn Health security policies and standards</td>
<td></td>
</tr>
<tr>
<td>EPIC Change Management – evaluate overall change management controls related to the process of requesting, authorizing, reviewing, testing, and implementing application changes</td>
<td></td>
</tr>
<tr>
<td>Patch Management* – evaluate effectiveness of control processes for identifying, acquiring, installing, and verifying patches for infrastructure-related systems such as operating systems and server software</td>
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</table>

## OTHER

<table>
<thead>
<tr>
<th>Risk Assessment</th>
<th>Ongoing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Follow-up Audit Activities</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Contingencies/Special Requests/Investigations/Consulting</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>

Approved by the Joint Audit & Compliance Committee at their xx/xx/19 Meeting
University of Connecticut
&
University of Connecticut Health Center

Joint Audit & Compliance Committee Meeting
UConn Joint Audit and Compliance Committee Meeting:

Epic Update

Bruce A. Metz, Ph.D.
Vice President and Chief Information Officer, UConn Health

September 25, 2019
UConn Health Epic Update

• Notable Successes
  – In over 15 months since the April 28, 2018 go-live, the following impressive outcomes have recently been achieved:
    • UConn Health received a score of 8 out of 10 in Epic’s Gold Stars program, placing in the top 15% of organizations in their use of Epic functionality
    • Over 5 million patient records have been exchanged between UConn Health and other healthcare organizations since go-live
    • Physician Well-Being metrics are trending toward median and above median levels, particularly for certain larger specialties
    • Nearly 75% of Revenue Cycle Performance and Automation key metrics are now above peer group median levels
  – Progress continues to be made stabilizing the Epic system in key clinical, operational and revenue cycle areas with about 20 projects completed over the past few months
  – Work is underway to extend the Epic system to newly acquired practices and newly outfitted clinical facilities
  – An operationally driven project prioritization framework is moving ahead to help ensure alignment of the work plan, resource levels, and UConn Health goals
  – A major project to upgrade the Epic system to a current release (e.g., Version 2018/2019) is underway with go-live targeted for December 8, 2019
    • The project build phase which involves about 2,200 tasks is approximately 70% complete

• Major Concerns and Outstanding Issues
  – Enterprise-wide adoption of Epic’s integrated and standardized ways of working represents a dramatic change and ongoing learning curve
  – Various workflows encompassing about 20 projects remain challenging to perform, particularly in clinical areas, necessitating broad remediation efforts
  – Common processes across the organization such as internal/external referrals require redesign and an optimization strategy
  – Over 130 projects that have been defined for stabilization, enhancements and strategic initiatives, will be difficult to undertake until the upgrade project is completed given current staff resource levels

• Key Next Steps
  – Finish upgrade project build phase and move into testing phase in October with end user training targeted for November
  – Develop a road map to address the large volume of project requests and new capabilities available in Epic post-upgrade
  – Continue to operationalize the project prioritization framework and expand other governance groups to foster greater stakeholder involvement
# Status of Assignments

<table>
<thead>
<tr>
<th>Audit Project</th>
<th>UConn (UC) or UConn Health (UH)</th>
<th>Planning</th>
<th>Fieldwork</th>
<th>Pre-draft/Draft Reporting</th>
<th>Final Draft/Final Report Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selected Contract - Gilbane Long Term Contract</td>
<td>UC</td>
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<td>X</td>
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<tr>
<td>Travel</td>
<td>UC</td>
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<td>X</td>
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<tr>
<td>Undergraduate Student Safety Training</td>
<td>UC</td>
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<tr>
<td>Patients Accounts Receivable and Contractual Allowance</td>
<td>UH</td>
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<td>X</td>
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<tr>
<td>Wireless Network Administration and Security</td>
<td>UH</td>
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<td>CT BioScience Innovation Fund and Regenerative Medicine</td>
<td>UC/UH</td>
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<tr>
<td>Research Fund Grants – FY2019 Expenditures</td>
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<tr>
<td>Cogeneration Power Plant Cybersecurity</td>
<td>UC</td>
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<td>Selected Contract Review - CSI</td>
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<tr>
<td>Energy Services Performance Contract Project – Phase 1 Report 2</td>
<td>UC</td>
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<td>Entrepreneurial Academic Programs</td>
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<td>On Call Contract Program</td>
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<td>John Dempsey Hospital Operating Room</td>
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<td>Research Data Security</td>
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<td>Athletic Travel</td>
<td>UC</td>
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<tr>
<td>Foundation – Annual Review Receipts and Disbursements</td>
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<td>Dental Faculty Practice Financial Compensation Plan</td>
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<td>UH</td>
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**TOTAL AUDITS (20)**

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<tr>
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<th>Planning</th>
<th>Fieldwork</th>
<th>Pre-draft/Draft Reporting</th>
<th>Final Draft/Final Report Issued</th>
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<tr>
<th>Special Projects/Consulting</th>
<th>UConn (UC) or UConn Health (UH)</th>
<th>Planning</th>
<th>Field Work</th>
<th>Review Pre-draft</th>
<th>Project Final</th>
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<tbody>
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<td>Respiratory Therapy</td>
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<tr>
<td>IT Procurement</td>
<td>UC</td>
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<tr>
<td>Facilities Operations</td>
<td>UC</td>
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<tr>
<td>Travel</td>
<td>UH</td>
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<tr>
<td>Storrs Center</td>
<td>UH</td>
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</table>

**TOTAL SPECIAL PROJECTS/CONSULTING (05)**

<table>
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<tr>
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<th>Planning</th>
<th>Field Work</th>
<th>Review Pre-draft</th>
<th>Project Final</th>
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</thead>
<tbody>
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<td>(02)</td>
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Aging of Overdue Management Actions by Functional Area
Based on Original Due Date
UConn

# of Overdue Management Actions

Functional Area

- > 1 year late
- 6-12 months late
- 3-6 months late
- 0-3 months late

UC Athletics
UC EVP of Administration and CFO
UC Center for Students with Disabilities
UC Controller
UC Dining Services
UC General Counsel
UC Human Resources
UC Information Technology Services
UC School of Law
UC Logistics Administration
UC School of Medicine
UC Office of the Provost
UC Procurement
UC Public Safety
UC School of Engineering
UC Sponsored Program Services
UC Student Affairs Administration
UC Waterbury Campus
UC Labor Relations
Aging of Overdue Management Actions by Functional Area
Based on Original Due Date
UConn Health

# of Overdue Management Actions

Functional Area

> 1 year late  6-12 months late  3-6 months late  0-3 months late
Open Overdue Management Actions by Audit - Based on Original Due Date
UConn Health

Audit Name

# of Overdue Management Actions
Open Management Actions by Finding Category
UConn

<table>
<thead>
<tr>
<th>Finding Category</th>
<th># of Open Management Actions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Process Improvement</td>
<td>36</td>
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<tr>
<td>Business Purpose</td>
<td>4</td>
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<tr>
<td>Documentation</td>
<td>6</td>
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<tr>
<td>Governance</td>
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<tr>
<td>Management Oversight</td>
<td>14</td>
</tr>
<tr>
<td>Monitoring</td>
<td>4</td>
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<tr>
<td>Physical Security of Assets</td>
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<tr>
<td>Policy</td>
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<tr>
<td>Regulatory Compliance</td>
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<tr>
<td>Security</td>
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<tr>
<td>Technology</td>
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</tr>
<tr>
<td>Training</td>
<td>1</td>
</tr>
<tr>
<td>Use of Resources</td>
<td>3</td>
</tr>
</tbody>
</table>
Open Management Actions by Finding Category
UConn Health

Finding Category

- Business Process Improvement: 33
- Business Purpose: 1
- Documentation: 13
- Governance: 1
- Management Oversight: 4
- Monitoring: 5
- Physical Security of Assets: 2
- Policy: 5
- Regulatory Compliance: 14
- Security: 10
- Segregation of Duties: 3
- Technology: 11
- Training: 2
- Use of Resources: 5

# of Open Management Actions
Open Overdue Management Actions by Risk Level
UConn and UConn Health

- **Low** Risk Level: 99 actions
- **Medium** Risk Level: 108 actions
- **High** Risk Level: 6 actions
High Risk Overdue Management Actions by Functional Area
UConn and UConn Health

- UC Information Technology Services
- UC Public Safety
- UCH Police
Low

Meaningful reportable issue for client consideration that in the Auditor’s judgment should be communicated in writing. The finding results in minimal exposure to UConn or UConn Health and has little or no impact on the UConn’s or UConn Health’s compliance with laws and regulations. The issues related to this control weakness will typically not lead to a material error.

Medium

Significant exposure to the area under review within the scope of the audit. The finding results in the potential violation of laws and regulations and should be addressed as a priority to ensure compliance with UConn’s or UConn Health’s policies and procedures. The significance of the potential errors related to this control weakness makes it important to correct.

High

Significant exposure to UConn or UConn Health that could include systemic UConn or UConn Health wide exposure. The finding could result in a significant violation of laws and regulations and should be viewed as a highest priority which UConn or UConn Health must address immediately.
University of Connecticut
&
University of Connecticut Health Center

Joint Audit & Compliance Committee Meeting
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FERPA Reminder: Be Aware Before You Share

The Office of Privacy Protection & Management reminds you to “be aware before you share” when it comes to student information. It is important that we all do our part to protect student privacy.

WHAT IS FERPA?

The Family Educational Rights and Privacy Act (FERPA) is a federal law that affords students certain rights with respect to their education records.

Employees who work with students and their information (i.e. as “school officials”) are required to protect student records and the information those records contain and only share such information in accordance with FERPA's requirements.

The protocols required by FERPA apply to ALL of our students on all campuses in all programs, including non-degree and non-credit courses.

The University’s FERPA policy provides information as to what FERPA requires of us as school officials. We encourage you to read the policy and pay close attention to the key refreshers outlined below.

WHAT IS AN EDUCATION RECORD?

Any record (in any format or medium) in which a student can be identified and that is held by the University.

WHAT IS PRIOR WRITTEN CONSENT (PWC)?

In most cases, we need prior written consent to share education records or discuss information from those records.

This means we need a student’s explicit permission in writing before we can share or discuss student information. PWC can be obtained in various ways:

- Email from UConnn email account
- Release form (Linked Below)
- Letter with a signature
- Additional online tools (Linked Below)

ADDITIONAL RESOURCES

FERPA WEBSITE  RELEASE FORM  ONLINE TOOLS

Need Further Assistance?
The Office of Privacy Protection & Management
PRIVACY.UCONN.EDU
UConn Health - PRIVACYOFFICE@UCHC.EDU
UConn - PRIVACY@UCONN.EDU

About Us | Join Our Listserv | Contact Us | View Other Editions

28 Professional Park Rd. (Unit 5084)  263 Farmington Ave. (MC 8214 - ASB - First Floor)
Storrs, CT 06268  Farmington, CT 06030-8214

Office of University Compliance | Individual Responsibility • Institutional Success
New Offices for Compliance and Regulatory

In January 2018 the Office of Healthcare and Regulatory Compliance (OHRC) was created to assist in many aspects of clinical assurance at UConn Health. After a recent review, the decision was made to separate OHRC into two offices, the Office of Accreditation and Regulatory Affairs, and the Office of Healthcare Compliance.

Deb Abromaitis will lead the Office of Accreditation and Regulatory Affairs ensuring all regulatory requirements are met for UConn Health. This office will be responsible for educating and monitoring new and revised regulations, codes and standards set forward by the Centers of Medicare and Medicaid Services (CMS), The Joint Commission (TJC), the Department of Public Health (DPH), and other regulatory agencies. The Office of Accreditation and Regulatory Affairs will provide guidance and support in preparing for accreditation, certification and other surveys. They will be the first point of contact for any regulatory inquiry or visit whether expected or unannounced. The office will also assist in the development of corrective actions when issues are identified. In addition, an important priority for Deb’s new role will include a need for strong collaboration with quality and patient safety.

Kim Fearney will lead the Office of Healthcare Compliance while the institution is in the process of conducting a search for the new Director of the Office of Healthcare Compliance. This office will be responsible for developing, implementing, and monitoring UConn Health’s healthcare compliance program. This will include providing an effective education and development program regarding healthcare compliance matters such as existing and new healthcare laws, policies, and procedures; receiving and responding to reports of alleged non-compliance with healthcare policies and/or laws; conducting healthcare monitoring activities to ensure compliance and to identify ways to enhance the clinical practices; and developing internal compliance plans to address issues identified within the OIG work plan.

What is the HHS OIG and what is the importance of their Work Plan?

The Office of Inspector General (OIG) was established in 1976 to protect the integrity of programs within the Department of Health and Human Services (HHS). The Centers for Medicare and Medicaid (CMS), the Food and Drug Administration (FDA), The National Institutes for Health (NIH), and the Centers for Disease Control (CDC) and Prevention are just a few of the agencies operating under HHS.

The OIG is continuously assessing, evaluating and prioritizing issues that put HHS programs at risk. Issues that pose the greatest risk are added to the OIG’s Work Plan. The Work Plan is a listing of focus areas where the OIG will assign resources to conduct audits, reviews or investigations. The Work Plan is updated monthly and items are added and removed as new risk priorities are identified and reviews are completed.

The UConn Health Office of Healthcare Compliance monitors the OIG Work Plan monthly to identify focus areas applicable to UConn Health. If a Work Plan focus item is determined to be applicable, compliance works with the specified area or operational unit to evaluate the degree of risk, identify the existing internal controls and establish any necessary ongoing monitoring.

Office of Healthcare Compliance
263 Farmington Avenue, Farmington, CT 06030

Phone: 860.679.4177 Fax: 860.679.1016
https://health.uconn.edu/healthcare-compliance/
2019 Annual Healthcare Compliance Training

With Fall upon us, we look forward to our favorite Fall foods, foliage, festivals and football. Another Fall tradition is the launch of the 2019 Annual Healthcare Compliance Training!

As you are aware, UConn Health is a complex environment regulated by a wide variety of state and federal bodies. Education is an essential part of the Healthcare Compliance program and is our first line of defense to prevent costly compliance violations. Keeping up to date on laws and regulations whether external or internal is vital to the success of our institution.

The training will help you understand the requirements and regulations you must adhere to and apply in your daily work. It will include topics such as Preventing and Reporting Fraud, Waste and Abuse, Clinical Conflicts of Interest, EMTALA and more.

The annual training is mandatory for all UConn Health employees. We ask for your support in understanding the importance of this training and the need to complete in a timely fashion. Once completed, the training requirement will be satisfied for one year. Look for more information including a launch date in upcoming Lifeline messages.

Healthcare Compliance Notes