

**UCONN HEALTH PERSONAL SERVICE REVENUE AGREEMENT**

The University of Connecticut Health Center on behalf of itself and its affiliates ("UConn Health") and the other party named below ("Client") hereby enter into this agreement ("Agreement") subject to the terms and conditions stated herein and subject to the applicable provisions of the Connecticut General Statutes.

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

This Agreement shall remain in full force and effect for the entire Term stated below unless terminated as provided for herein.

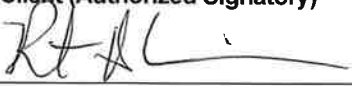
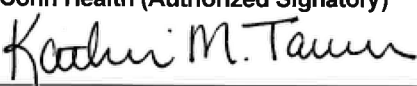
<b>CLIENT INFORMATION</b>
<b>Client Name:</b> Town of Canton
<b>Client Address:</b> 4 Market Street, Collinsville, CT 06022

<b>UCONN HEALTH INFORMATION</b>
<b>Name and Address:</b> University of Connecticut Health Center, 263 Farmington Avenue, Farmington, CT 06030

<b>TERM (From – To):</b> July 1, 2023 – June 30, 2024
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<b>DESCRIPTION OF SERVICES</b>
The Client agrees to compensate UConn Health for providing Employee Assistance Program (EAP) services, as set forth in Exhibit A attached hereto and made a part hereof, to the Client's employees and their eligible family members. The parties also agree to those terms and conditions on pages 2 through 7 as they pertain to the services provided under this Agreement.

<b>COST AND PAYMENT SCHEDULE</b>
The Client shall pay UConn Health a base fee of \$2,889.00 based on the employment of one hundred seven (107) persons at \$2.25 per person per month. The total amount is payable upon receipt of UConn Health's invoice.
The total amount payable hereunder shall not exceed \$2,889.00.
Payments are due within thirty (30) days of receipt of UConn Health's invoices. Late payments may incur an additional fee of 1% per month on the overdue balance.

<b>ACCEPTANCE AND APPROVALS</b>			
<b>Signature</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>
Client (Authorized Signatory) 	Robert H. Skinner	Chief Administrative Officer	6/7/23
UConn Health (Authorized Signatory) 	Katherine M. Tassmer	Legal Contract Specialist II	6/8/2023

## UCONN HEALTH TERMS AND CONDITIONS (REVENUE)

1. **INSTRUCTIONS TO CLIENT:** For purposes of this Agreement, the word "Client" shall be deemed to mean the non-UConn Health entity that is a party to this Agreement. Any terms or conditions proposed in Client's acceptance or in any acknowledgment or other document that add to, vary from, or conflict with the terms herein are hereby rejected. The UConn Health policies that are referenced in this Agreement may be viewed at <http://health.uconn.edu/policies/>. The parties acknowledge that any web addresses listed herein are subject to change, and any new web addresses will be provided to Client upon request.
2. **INDEPENDENT CONTRACTOR:** UConn Health has entered into this Agreement on an independent contractor basis; any UConn Health employees or subcontractors providing services under this Agreement do not satisfy characteristics of an employee of Client under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121(d)(2). Nothing contained in this Agreement is intended to create or shall be construed to create an agency, partnership, employer/employee, or joint venture relationship between the parties.
3. **REQUIRED FORMS:** Client shall execute any applicable certifications, affidavits or other forms that may be required in connection with this Agreement.
4. **GOODS/SERVICES:** For the purposes of this Agreement, "goods" shall mean any goods, parts, supplies, equipment, software, manuals, or other items to be provided under this Agreement, and "services" shall mean any work to be performed under this Agreement. This is a non-exclusive relationship; UConn Health may sell its goods/services to other customers and Client may utilize other suppliers or its own staff to provide the same or similar goods/services. Unless otherwise specifically set forth herein, this Agreement is neither a requirements contract nor an agreement to purchase any specific quantity of goods or services.
5. **WARRANTY:** UCONN HEALTH EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO THE GOODS/SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. **INSURANCE:** Client will carry sufficient insurance (liability and/or other) as applicable according to the nature of goods provided or work performed so as to hold harmless UConn Health and the State of Connecticut, including any agency or official of UConn Health or the State, from any insurable cause whatsoever, which shall be at least the minimum amount required by applicable law. If requested, Client will provide certificates of such insurance to UConn Health.
7. **INDEMNIFICATION:** Client shall indemnify and hold harmless UConn Health, the State of Connecticut, and their agencies, departments, officers and employees, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from Client's acts or omissions in connection with this Agreement.
8. **INTELLECTUAL PROPERTY:** All data provided to Client by UConn Health or first developed or reduced to practice by UConn Health pursuant to this Agreement ("UConn Health Data") shall be treated as property of UConn Health unless UConn Health agrees in writing to the contrary. Upon expiration or termination of this Agreement, or upon UConn Health's written request, Client shall, within fifteen (15) days of UConn Health's request, deliver to UConn Health all UConn Health Data in electronic, magnetic or other intangible form in a non-proprietary format (such as ASCII, .TXT or XML) or other format mutually agreed by the parties.
9. **FORCE MAJEURE:** If the performance of obligations under this Agreement is rendered impossible or hazardous or is otherwise prevented or impaired due to events beyond the reasonable control of the party asserting that such an event has occurred, including: accidents, Acts of God, riots, strikes, extraordinary weather conditions, epidemics, earthquakes, insurrection or war ("Force Majeure" events), the non-performing party shall give immediate written notice to the other party (the "performing party") and each party's obligations to the other hereunder shall be excused and neither party shall have any liability to the other hereunder during the existence of such event. If any Force Majeure event (or series of events) lasts for thirty (30) days, this Agreement may be terminated by the performing party without penalty upon written notice to the non-performing party.
10. **TERMINATION:** UConn Health may terminate this Agreement without penalty by providing Client with thirty (30) days written notice, whenever UConn Health, in its sole discretion, determines that such termination is in the best interests of UConn Health or the State of Connecticut.
11. **PUBLICITY:** Client shall not make or authorize any news release, advertisement, or other disclosure that uses UConn Health's name or logo without UConn Health's prior written consent.
12. **GOVERNING LAW:** The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to conflict of law principles. For purposes of interpretation, any laws or regulations cited herein shall refer to the text of the actual statute or regulation in effect, as amended.

- 13. SOVEREIGN IMMUNITY:** The parties acknowledge and agree that nothing herein shall be construed as a modification, compromise or waiver of any rights, defenses or immunities available to UConn Health, the State of Connecticut, or their agencies, departments, officers or employees. To the extent that this section conflicts with any other provision of this Agreement, this section shall govern. For avoidance of doubt, UConn Health will not be responsible for indemnifying or holding Client harmless. To the extent that this section conflicts with any other provision of this Agreement, this section shall govern.
- 14. CLAIMS AGAINST THE STATE:** Client agrees that the sole and exclusive means for the presentation of any claim against UConn Health, the State of Connecticut, or their agencies, departments, officers or employees arising from this Agreement shall be in accordance with Chapter 53 of Connecticut General Statutes (Claims Against the State) and Client further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings. To the extent that any immunities provided by federal or state law do not bar an action against UConn Health or the State of Connecticut, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the action shall be brought in either the Judicial District of Hartford or the United States District Court for the District of Connecticut only, and shall not be transferred to any other court; provided, however, that nothing herein constitutes a modification, compromise or waiver of the sovereign immunity of UConn Health or the State of Connecticut. Client waives any objection which it may now have or will 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.
- 15. WORK OR MEETINGS AT UCONN HEALTH PREMISES:** If Client's personnel will be working or meeting on-premises at any UConn Health location, Client shall ensure that its personnel comply with all UConn Health requirements applicable to the circumstances of Client's on-site presence. Client personnel shall comply with all rules generally applicable to individuals present at the location, such as prohibitions on: the use or possession of drugs or alcohol; possession of weapons; smoking; harassment or intimidation; violation of traffic rules; the unauthorized use, removal or theft of UConn Health property; conduct that endangers the health, safety and welfare of others; interference with the work of others; loud or vulgar behavior; or the use of profanity. Client personnel may be subject to additional requirements, including (without limitation): background checks; health screenings and immunizations; completion of certifications/attestations; dress code/uniform; and/or wearing an identification badge while on-site at UConn Health. Client shall be responsible for all costs associated with such compliance. If UConn Health determines that an individual is not compliant with any applicable requirement(s), UConn Health may require Client to immediately remove that individual from UConn Health premises without penalty to UConn Health and without relieving Client of its obligations under this Agreement.
- 16. DEBARMENT:** Client represents and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity in accordance with applicable federal or state laws, and Client shall disclose to UConn Health immediately in writing any debarment, suspension, proposal for debarment, voluntary exclusion or other event that makes it or its principals an "Ineligible Person" at any time during the course of this Agreement. An "Ineligible Person" is an individual or entity who: i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs, or ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- 17. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION ("OSHA"):** Client represents and warrants that it complies with all applicable OSHA regulations, and that it has not had any violations or criminal convictions that would preclude UConn Health from entering into this Agreement pursuant to Connecticut General Statutes § 31-57b (Awarding of contracts to occupational safety and health law violators prohibited).
- 18. EXECUTIVE ORDERS AND OTHER ENACTMENTS:**
- a. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its Term, or that may be made applicable to the Agreement during its Term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, Client is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or UConn Health's authority to require compliance with the Enactments.
  - b. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

c. This Agreement may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If applicable, Executive Order No. 14 is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

19. **FREEDOM OF INFORMATION ACT/PUBLIC RECORDS:** This Agreement is disclosable under the Connecticut Freedom of Information Act ("FOIA") and will not be treated as confidential information.
20. **WHISTLEBLOWER:** Intentionally omitted.
21. **LARGE STATE CONTRACT REPRESENTATION FOR CLIENT:** Intentionally omitted.
22. **LARGE STATE CONTRACT REPRESENTATION FOR UCONN HEALTH:** Intentionally omitted.
23. **IRAN ENERGY INVESTMENT CERTIFICATION:** Intentionally omitted.
24. **CONSULTING AGREEMENTS REPRESENTATION:** Intentionally omitted.
25. **EQUAL OPPORTUNITY:** UConn Health is an equal opportunity employer and adheres to UConn Health Policy 2002-44 Affirmative Action and Equal Opportunity. UConn Health will not knowingly do business with any person or entity who discriminates against members of any class protected under federal law or sections 4a-60 or 4a-60a of the Connecticut General Statutes, which are referenced in the Non-Discrimination section below.
26. **NON-DISCRIMINATION:** References in this section to "Contract" or "contract" shall mean this Agreement, and references to "Contractor" or "contractor" shall mean Client.
  - (a) For purposes of this Section, the following terms are defined as follows:
    - i. "Commission" means the Commission on Human Rights and Opportunities;
    - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
    - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
    - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
    - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
    - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
  - For purposes of this Section, the 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees

are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for 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.

(i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

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27. **SUMMARY OF ETHICS LAWS:** Intentionally omitted.
28. **CAMPAIGN CONTRIBUTION RESTRICTION:** Intentionally omitted.
29. **ANTI-KICKBACK AND STARK LAW COMPLIANCE:** The parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the violative provision(s). If the parties are unable to agree to new or modified terms as required to bring the Agreement into compliance, either party may terminate this Agreement on fifteen (15) days written notice to the other party. Client represents and warrants to UConn Health that neither it nor any of its affiliates has entered into a direct or indirect relationship with a third party for the purpose of providing services hereunder wherein such third party is directly or indirectly compensated or receives remuneration of any kind on the basis of the volume or value of referrals that it makes to UConn Health for "designated health services" as defined by 42 C.F.R. § 411.351. Client 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 Client's breach of the representation and warranty made herein.
30. **CONFIDENTIAL INFORMATION:** (a) Client, 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 Agreement, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards. (b) The parties 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. (c) UConn Health also requires that entities with which it does business have policies and procedures to prevent identity theft, and to report any "Red Flags" (as defined by FTC regulations) regarding identity theft to UConn Health promptly upon discovery. (d) UConn Health and Client will comply with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and the Health Information Technology for Economic and Clinical Health Act ("HITECH").
31. **NOTICES:** Notices related to this Agreement shall be hand delivered or sent via U.S. mail or nationally-recognized private overnight carrier to the attention of the party signatories at the addresses on page 1, or such other addresses as may be designated by written notice. A copy of any notice to UConn Health shall also be sent to the attention of "Contracts Department, MC-4036."
32. **NO ASSIGNMENT; NO THIRD PARTY BENEFICIARIES:** This Agreement shall not be assigned by either party without the express written consent of the other. There are no third-party beneficiaries in or to this Agreement.
33. **SURVIVAL:** The rights and obligations of the parties which by their nature survive termination, cancellation or completion of this Agreement, including, but not limited to, those relating to intellectual property, indemnification, hold harmless and confidential information, shall remain in full force and effect.
34. **SEVERABILITY:** If any term or provision of this Agreement or its application is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforced to the fullest extent possible by law.
35. **ENTIRE AGREEMENT:** This Agreement and any changes, amendments or modifications (which shall not be valid unless reduced to writing, signed by both parties) constitutes the entire agreement between UConn Health

and Client, on the matters specifically addressed herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 36. POWER TO EXECUTE:** The individual signing this Agreement on behalf of Client certifies that s/he has full authority to execute the Agreement on behalf of Client and that this Agreement has been duly authorized, executed and delivered by Client and is binding upon Client in accordance with its terms.
- 37. STATUTORY AUTHORITY:** This Agreement is entered into by UConn Health pursuant to the authority granted by Connecticut law, including Conn. Gen. Stat. §§ 4a-52a, 10a-104, 10a-108, 10a-151a, and 10a-151b.

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## **EXHIBIT A**

### **Employee Assistance Program**

UConn Health will provide EAP services for one hundred seven (107) Client employees and their eligible family members. EAP services will include:

1. 24-hour availability for assessment, brief counseling (1-3 visits per presenting problem), referral and follow-up.
2. Two (2) critical incident debriefings.
3. Two (2) work/life seminars.
4. Routine supervisor consultation and support.

UConn Health will provide Client with aggregate utilization reports annually, or quarterly upon request.