

UCONN HEALTH PERSONAL SERVICE REVENUE AGREEMENT

Contract Number: UCHC86423876

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

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

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

A Personal Service Agreement with the State of Connecticut/UConn Health is a "work-for-hire" arrangement. As such, 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.

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

CLIENT INFORMATION

Client Name: Town of Canton

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

UCONN HEALTH INFORMATION

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

TERM (From - To): See Below*

DESCRIPTION OF SERVICES (Attach additional pages if necessary)

The Client agrees to reimburse UConn Health for providing Employee Assistance Program (EAP) services, as delineated on page 6, to the contractor's employees and their eligible families.

The Client also agrees to those terms and conditions on pages 2 - 5 as they pertain to the services provided in this agreement.

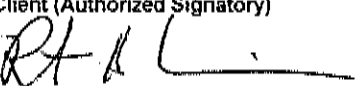
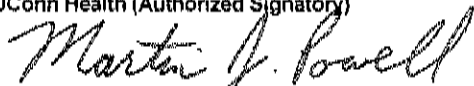
*The term of this agreement will begin on the latter of 7/1/17 and the date of UConn Health signature below and end one (1) year from that date.

COST AND PAYMENT SCHEDULE

The Client shall pay a base fee of \$2.25 per person per month based on the employment of 109 persons. Payable upon receipt of invoice.

The total amount payable hereunder shall not exceed \$2,943.00

ACCEPTANCE AND APPROVALS

Signature	Printed Name	Title	Date
	Robert H. Skinner	Chief Administrative Officer	4-20-17
	Martin J. Powell	Accountant/Contract Specialist	4/26/17

**UCONN HEALTH TERMS AND CONDITIONS
(REVENUE)**

- 1) **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.
- 2) **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, purchase order, or other form of Client that add to, vary from, or conflict with the terms herein are hereby rejected. Client acknowledges that any web addresses listed herein are subject to change; any new web addresses will be provided to Client upon request.
- 3) **REQUIRED FORMS:** Client shall execute all required certifications, affidavits and forms applicable to this Agreement, including (as applicable) certification of the signatory's legal authority to sign on behalf of Client and State of Connecticut Non-discrimination Certification, Gift and Campaign Contribution Certification, Consulting Agreement Affidavit, and Affirmation of Receipt of State Ethics Laws Summary.
- 4) **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.
- 5) **GOVERNING LAW:** The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to its conflicts of law principles. The parties hereto specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods ("CISG"). For purposes of interpretation, any laws or regulations cited herein shall refer to the text of the actual statute or regulation as in effect or as amended.
- 6) **SOVEREIGN IMMUNITY:** The parties acknowledge and agree that nothing herein shall be construed as a modification, compromise or waiver by the State of Connecticut of any rights or defenses of any immunities provided by federal or state law to the State or any of its agencies, officers and employees, which they may have had, now have or will have with respect to all matters related hereto. For avoidance of doubt, UConn Health will not be responsible to indemnify or hold Client or any other person or entity harmless in connection with this Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- 7) **CLAIMS AGAINST THE STATE:** Client agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, UConn Health or their agencies, departments, officers or employees arising from this Agreement shall be in accordance with Chapter 53 of Connecticut General Statutes (Claims Against the State) and 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.
- 8) **EXECUTIVE ORDERS:** This Agreement may be subject to the provisions of certain Executive Orders, including: Executive Order No. Three of Governor Thomas J. Meskill regarding non-discrimination clauses in state contracts, promulgated June 16, 1971; Executive Order No. Seventeen of Governor Thomas J. Meskill regarding the requirement of contractors and subcontractors to post employment openings with the Connecticut State Employment Service, promulgated February 15, 1973; Executive Order No. Sixteen of Governor John G. Rowland regarding Violence in the Workplace Prevention Policy, promulgated August 4, 1999; and Executive Order No. Fourteen of Governor M. Jodi Reil promulgated April 17, 2006 regarding contractors' use of cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.
- 9) **EQUAL OPPORTUNITY:** UConn Health is an equal opportunity employer. UConn Health's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in UConn Health Policy 2002-44, which can be reviewed at www.policies.UConnHealth.edu/policies/policy_2002_44.pdf.
- 10) **DEFINITION OF GOODS/SERVICES:** For the purposes of this Agreement, "goods" shall mean any goods, parts, supplies, software, manuals, or other items that are required to be delivered pursuant to, or in connection with this Agreement, and "services" shall mean any services specified herein to be delivered under this Agreement. Unless otherwise more specifically set forth herein, this Agreement is neither a requirements contract nor an output contract, nor an agreement to purchase or sell any specific quantity of goods or services.
- 11) **BACKGROUND CHECKS AND CERTIFICATIONS:** Client shall comply with applicable UConn Health Policies and procedures regarding completion of background checks and/or certifications and shall pay all related fees.
- 12) **DEBARMENT/OSHA:** 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. Client represents and warrants that it complies with all applicable OSHA regulations, and that in the last three (3) years it has not been cited for any willful or serious violations of any occupational safety and health act, standard, order or regulation.
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **INDEMNIFICATION:** Client shall indemnify and hold harmless UConn Health and the State of Connecticut, including any agency or official of UConn Health or the State, 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.
- 17) **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, incapacity of an

individual providing services, extraordinary weather conditions, epidemics, earthquakes, insurrection or war ("Force Majeure" events), the non-performing party shall give immediate written notice to the other party (the "performing party") and each party's obligations to the other hereunder shall be excused and neither party shall have any liability to the other hereunder during the existence of such event. If any Force Majeure event (or series of events) lasts for thirty (30) days, this Agreement may be cancelled by the performing party, without liability therefor.

- 18) **PUBLICITY:** Client shall not make or authorize any news release, advertisement, or other disclosure that uses UConn Health's name without UConn Health's prior written consent.
- 19) **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.
- 20) **HIPAA/HITECH:** 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"). UConn Health's policies regarding HIPAA are located at http://www.policies.UConnHealth.edu/area/hipaa_privacy.html and at http://www.policies.UConnHealth.edu/area/hipaa_security.html.
- 21) **FREEDOM OF INFORMATION ACT/PUBLIC RECORDS:** This Agreement is discoverable under the Connecticut Freedom of Information Act ("FOIA") and will not be treated as confidential information. Information and documents related to this Agreement may also be subject to FOIA.
- 22) **WHISTLEBLOWER:** If an officer, employee or appointing authority of a "large state contractor" (as defined by Conn. Gen. Stat. § 4-61dd) takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of Conn. Gen. Stat. § 4-61dd(a), the contractor shall be liable for a civil penalty of not more than \$5,000 for each offense, up to a maximum of 20% of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
- 23) **SUMMARY OF STATE ETHICS LAWS:** Pursuant to the requirements of Conn. Gen. Stat. § 1-101qq, the summary of State of Connecticut ethics laws developed by the Office of State Ethics ("OSE") pursuant to Conn. Gen. Stat. § 1-81b is incorporated by reference into and made a part of these terms and conditions as if the summary was fully set forth herein.
- 24) **NON-DISCRIMINATION:** In this Section, Client is referred to as the "Contractor" and this Agreement is referred to as the "Contract." UConn Health will not knowingly do business with any person or entity who discriminates against members of any class protected under sections 4a-60 or 4a-60a of the Connecticut General Statutes, which contain the following requirements:
 - (a) For purposes of this Section, the following terms are defined as follows: "Commission" means the Commission on Human Rights and Opportunities; "Contract" and "contract" include any extension or modification of the Contract or contract; "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; "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, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity, appearance or behavior 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; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "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; "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced; "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; "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
 - (b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
 - (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or

amended from time to time during the term of this Contract and any amendments thereto.

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

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

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

26) **CAMPAIGN CONTRIBUTION RESTRICTIONS:** For all State contracts as defined in Conn. Gen. Stat. § 9-612(g), the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, which can be found at http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/seec_form_11_notice_only.pdf and is reproduced and inserted below.

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

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

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

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

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

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

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

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the

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

- 27) **ASSIGNMENT:** This Agreement shall not be assigned by either party without the express written consent of the other.
- 28) **SURVIVAL:** The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including, but not limited to, those relating to intellectual property, indemnification, hold harmless and confidential information, shall remain in full force and effect.
- 29) **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.
- 30) **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.

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Employee Assistance Program

Program includes the following services:

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

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

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