Report of the Commission on Ministry October 21, 2025

For Presbytery Action:

- 1. In concurrence with the CPM, COM recommends that Presbytery examine Candidate Stacy Arevalo, Certified Ready to Receive a Call, to the Ministry of Word and Sacrament. Stacy's statement of faith and contract are attached. The examination is docketed during the CPM Report.
- 2. COM recommends that Presbytery approve the proposed 2026 Compensation Policy, including a **3% cost of living adjustment**.
- 3. COM recommends that Presbytery approve the proposed policy on Dissolution of Pastoral Relationships. The policy received a first reading at the May PSNE meeting.
- 4. COM recommends that Presbytery adopt the proposed Anti-Harassment Policy. The policy received a first reading at the May PSNE meeting; small changes for clarity and grammar are noted in the meeting packet.
- 5. COM asks for time on the Stated Meeting docket for a discussion led by the Safety Team.

The Commission wishes to **INFORM** the Presbytery, in accordance with the authority granted under Chapter 8 of the Bylaws of the Presbytery, of the following actions:

- 1. COM voted to receive and extend the hand of welcome to incoming minister members:
 - a. Kymberley Clemons-Jones, Long Island
 - b. Rev. Tricia Dillon Thomas, Missouri River Valley
 - c. Rev. Dr. Clayton Thomas, East Tennessee
 - d. Rev. Andries Coetzee, Albany
 - e. Rev. Esther Jung, Northeast New Jersey
 - f. Rev. Luanne Griguoli, HR, Santa Barbara
- 2. COM **voted** to approve the Installation Commission and plans for the service of Installation of the Rev. Virginia Courtney at Dunns Corners Community Church, Presbyterian on June 8, 2025 at 3pm.
- 3. COM **voted** to approve the PT (20 hours/week) Bridge Pastor contract between the Rev. Anne Weirich (HR) and the Swansea Congregational Church (MA) for six months, renewable, and authorize the Rev. Shannan

- Vance-Ocampo on behalf of the COM to sign the "Post Retirement Service" paperwork for the Board of Pensions.
- 4. COM **voted** to approve the Interim Contract between the Greenwood Presbyterian Church and the Rev. Dallas Bradel.
- 5. COM **acted** to receive a "counsel to counsel" referral and recommendation from an Investigative Committee to require a Minister Member to undergo evaluation by the Danielsen Institute, with the PNSE COM as client per a letter for reporting purposes (Minister Member is the clinical client) so as to enable full reception of the report that is generated which will be provided via HIPAA security.
- 6. COM **acted** to elect the following to serve on the Sexual Misconduct Team, which includes reviewing and recommending updates to the Sexual Misconduct policy: Lisa Baker, Ed Sackett, Deb Packard, Terrlyn Curry Avery.
- 7. COM **voted** to approve the annual contract of Dale Green at Crossroads Presbyterian, Waterford CT.
- 8. COM **voted** to approve the installation plans for the Rev. Emily Scott, New Haven for November 2, 2025.
- 9. COM **voted** to approve the Validated/specialized ministries report and at large roll for distribution at Oct 21, 2025 Presbytery meeting.
- 10. COM **voted** to approve the 2025 Terms of Call/Compensation Report, noting several missing responses, for distribution at the Oct 21, 2025 Presbytery meeting.
- 11. COM **voted** to approve the Harassment Policy for distribution at Oct 21, 2025 Presbytery meeting
- 12. COM **voted** to approve the one-year contract renewal between First, Stamford and the Rev. Pablo Diaz as Transitional Pastor, effective September 23, 2025.
- 13. COM **voted** to approve the three-year contract renewal between Calvary, Fall River, and CRE April Saber-Assad, effective September 17, 2025.
- 14. COM **voted** to approve the FT (40 hours/week) Interim Pastor contract between the Rev. Andries Coetzee and the Talmadge Hill Community Church (CT) for 12 months, renewable, and authorize the Rev. Kate Carlisle on behalf of the COM to sign the "Validated Ministry" paperwork for the Board of Pensions.
- 15. COM **voted** to validate the ministry of the Rev. Esther JS Jung as Protestant Chaplain for the Christian Fellowship at Bridgewater State University, and authorize the Rev. Kate Carlisle on behalf of the COM to sign the "Validated

Ministry" paperwork for the Board of Pensions.

Statement of Faith – PC(USA)

I believe in the Triune God: Creator, Redeemer, and Sustainer. God, the Creator of life, abounding in love, grace, mercy, and forgiveness, works all things to reveal divine providence for creation through wisdom, instruction, and hope.

Jesus Christ, both divine and human, is the second person of the Trinity. God reveals God's self to humanity through the flesh of Jesus as God's only begotten son. As my Redeemer of life, Jesus, both sinless and human, demonstrates perfect love and compassion for all believers through his life, death, and resurrection.

As the third person of the Trinity, the Holy Spirit provides the necessary courage and insight to hear and understand God's Word. Only through God's Spirit can I embrace Jesus Christ through faith. In this faith, the Holy Spirit reveals truth about sin while inspiring hope and strength against temptations of the world. The Holy Spirit is my Sustainer of life in all things.

Scripture is my Creator's living Word that became flesh to live and walk among us through Jesus Christ (John 1:14). I hear God's Word through the power of the Holy Spirit when reading Scripture, an essential daily practice.

The Sacraments of Baptism and the Lord's Supper are the signs and seals of our covenant of grace given by the Almighty Lord, the one and only Lord I honor. By the power of the Holy Spirit, God reveals the spiritual realities of the elements used in these sacraments through our faith in Jesus Christ. Baptism is a one-time adoption by God through water. The Lord's Supper is a constant reminder of our communion with the crucified and risen Lord each time we come together with other believers to receive the bread and the cup. These sacraments unite believers in purpose and strength.

I believe in the Church universal, built on the foundation of Christ, as God's chosen people. God created us all for community. As a member of this community of believers known as the Church, the body of Christ, I am called to be a witness to the faith, hope, and love of God in the world. As we learn and grow in faith together through God's Spirit, we live as a "Church reformed always to be reformed according to the Word of God in the power of the Holy Spirit" (Book of Order, 9).

Responding as I am called, my gifts and prayers glorify the Lord through the fruit of the Spirit. God's grace allows me to be reconciled to our Divine Creator, and only from there may I do and will that which is good. Created in God's image, my ability to choose between good and evil was corrupted through original sin, leading to my sinful nature. Only through faith in the crucifixion and resurrection of Jesus Christ are my sins forgiven and life eternal with God assured. My testimony is witness to God's love in a sinful world. My new life in Christ does not release me from difficulties but promises peace in a life everlasting with Christ. As our divine healer and ultimate judge of all things, God's final revelation of universal restoration will be in God's time.

Nuvance Health

RESIDENT EMPLOYMENT AGREEMENT - CHAPLAINCY RESIDENCY

THIS RESIDENT EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the date of last signature below between **Nuvance Health**, a New York not-for-profit corporation, on behalf of itself and its subsidiaries, **The Danbury Hospital**, a Connecticut nonstock corporation, and **The Norwalk Hospital Association**, a Connecticut nonstock corporation (collectively, "NH"), and **Anastasia Arevalo** (the "**Resident**"). NH and the Resident are referred to herein individually as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, Nuvance Health is a 501(c)(3) tax-exempt charitable organization and, through its subsidiaries, including The Danbury Hospital and The Norwalk Hospital Association, operates approved residency clinical pastoral education ("CPE") training programs; and

WHEREAS, the Parties want to set forth obligations and expectations of the Resident in connection with the Resident's appointment to a Chaplain Residency Program (the "Residency Program") accredited by the Association for Clinical Pastoral Education, Inc. ("ACPE"); and

WHEREAS, the Parties further want to set forth obligations and expectations of NH in connection with providing an appropriate environment for CPE residency training for the Resident; and

WHEREAS, the various policies and procedures referenced herein are all contained in the Nuvance Health CPE Residency Program Student Handbook (the "Handbook") and may be revised, amended or newly issued from time to time; and

WHEREAS, the most current version of the Handbook will be given to the Resident by the Residency Program Director (as defined in Section 2 below).

- **NOW, THEREFORE,** in consideration of the mutual agreements below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, and intending to be legally bound hereby, the Parties agree as follows:
- 1. <u>Term of Agreement</u>. This Agreement shall be in effect beginning October 13, 2025 and shall continue through October 9, 2026 (the "Term"). The Term may not exceed one (1) year unless renewed or extended by written agreement of both Parties. This Agreement may be terminated prior to the expiration of the Term in accordance with Section 3 below.
- 2. <u>Evaluation of Resident</u>. Resident's performance in the Residency Program will be determined solely by evaluation of the Resident's performance by the ACPE certified educator for the Residency Program (the "Residency Program Director").

3. Termination and Due Process.

- 3.1. The Resident may request termination of this Agreement under extenuating circumstances by providing no less than thirty (30) days prior written notice to the Residency Program Director. Such voluntary termination may be granted with the written approval of the Residency Program Director and NH's Designated Institutional Official (the "**DIO**").
- 3.2. NH may terminate this Agreement by following the Residency Program's termination process outlined in the Handbook.
- 3.3. Intentionally omitted.
- 3.4. NH may terminate this Agreement immediately upon written notice to the Resident in the event any of the following occurs:
 - (i) the Resident's death;
 - (ii) the Resident is convicted of (including but not limited to the entry of a plea of guilty or *nolo contendere*), confesses to, or is believed, with a reasonable good faith basis, by NH to have participated in or committed, any crime related to the Resident's duties under this Agreement, or the Resident engages in unprofessional, unethical, criminal or fraudulent conduct;
 - (iii) the Resident is excluded, debarred, or suspended from participation in Medicare, Medicaid, or any other federal health care program, or is charged with a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a) or 7(b)(1-3);
 - (v) NH determines in its sole discretion that the Resident poses a threat to the health and/or safety of the patients or employees of NH, any NH-affiliated hospital in which the Resident will be participating in the Residency Program under this Agreement (each a "Hospital"), or any of NH's other affiliates (including, but not limited to, (A) reporting to work under the influence of alcohol or other drugs, or (B) engaging in any act of abuse or harassment, including sexual harassment; (creating a hostile work environment; or violating any harassment, anti-discrimination, anti-retaliation, or workplace violence policy established by NH or any Hospital); or
 - (vi) the Resident's disability for a continuous period in excess of one hundred eighty (180) days. For purposes of this Section 3.4, the term "disability" shall mean the Resident's inability to perform substantially all of Resident's duties and responsibilities under this Agreement for a period of one hundred eighty (180) consecutive days or as defined in NH's long-term disability policy in effect at such time. This Agreement, and the Resident's employment hereunder, shall be deemed to be terminated for disability on the date on which the Resident is entitled to receive long-term disability benefits under such long-term disability policy.

- 3.5. NH may terminate this Agreement upon the occurrence of any of the following, as documented in writing and as determined in NH's sole discretion, and with approval of the DIO, following at least thirty (30) days' prior written notice to the Resident stating the basis for termination:
 - 3.5.1. Repeated refusal or failure of the Resident to faithfully and diligently perform the usual and customary duties of the Resident's employment;
 - 3.5.2. The Resident has engaged in conduct that has the potential to cause material harm or disruption to NH's operations, reputation, or interests (including but not limited to repeated instances of harassment, abuse, or conduct that is inconsistent with NH organizational values); or
 - 3.5.3. Repeated refusal or failure of the Resident to comply with any written policies, procedures, or directives of NH or any Hospital, including but not limited to the Handbook.
- 3.6.If the Resident is terminated from the Residency Program at the request of NH, the Resident may request a review of that decision by following the Grievance and Appeal policy set forth in the Handbook.
- 3.7. Upon termination of this Agreement by either Party for any reason, or any other termination of the Resident's employment, the Resident shall promptly (i) return to NH all tangible property, if any, belonging to NH, or any Hospital, including, but not limited to, books, pagers, identification badges, phones, tablets and computers, (ii) complete all medical records for the patients to whom the Resident has rendered treatment, and (iii) satisfy all unsatisfied professional and financial obligations to NH or any Hospital. Upon termination of this Agreement, the Resident's employment with NH shall terminate, and the Resident shall be entitled to no further payments under this Agreement except that NH shall pay to the Resident any wages earned or sums accrued to Resident on or before the date of termination. Upon termination of this Agreement, the Resident shall no longer be covered by NH's professional liability or other insurance, except for the obligation of NH to provide tail coverage in accordance with Section 8.11 hereof.
- 4. <u>Assignment of Resident Responsibilities and Level of Training.</u> By this Agreement, the Resident is appointed as a chaplain resident in the Residency Program. The Residency Program Director or his/her assigned designee is responsible for the delineation of the Resident's responsibilities and determination of the specific duties assigned to the Resident during the Resident's participation in the Residency, Program in accordance with the Handbook or ACPE general practice standards.

5. Salary and Benefits.

5.1. <u>Salary</u>. Commencing October 13, 2025, continuing thru October 9, 2026, NH shall pay the Resident an annualized salary of \$50,000. This amount shall be subject to the appropriate federal and state income tax, social security tax, and any other applicable deductions, and shall be paid in accordance with the normal payroll schedule and processes of NH.

- 5.2. <u>Benefits</u>. The Resident shall be eligible to participate in the NH employee benefit plans and programs described on <u>Exhibit A</u>; provided, however, that <u>Exhibit A</u> identifies the benefit plans and programs currently available to chaplain residents at NH, and such benefits are subject to modification or discontinuation from time to time by NH at its sole discretion.
- 5.3. <u>No Payments from Patients</u>. Except as provided above, no payment or compensation of any kind or nature shall be paid to or accepted by the Resident for performance or any services rendered pursuant to this Agreement from patients or third party payers.
- 6. <u>Resident Prerequisites to Begin Training</u>. The Resident's eligibility to begin training in the Residency Program and receive the salary and benefits outlined in this Agreement shall be conditioned upon the following:
 - 6.1. The Resident's ability to demonstrate that he/she is a holder of an Associate or Bachelor undergraduate degree by a college or institution accredited by the Council of Higher Education Accreditation ("CHEA") or an equivalent education or certification in a field relating to chaplaincy such as meditation and mindfulness practices.
 - 6.2. The Resident's ability to demonstrate that he/she has successfully completed one unit of CPE from an ACPE Accredited CPE program.
 - 6.3. The Resident's ability to obtain and maintain work authorization in the United States during the Term, including any and all applicable visas, waivers, and governmental permits and approvals necessary to allow the Resident to participate in the Residency Program, including, without limitation, approval by the U.S. Department of Citizenship and Immigration Services (USCIS) of an appropriate visa.
 - 6.4. The Resident's satisfactory completion of any standard employee health screening conducted by NH and/or a Hospital prior to commencement of performance hereunder.
 - 6.5. The Resident's satisfactory completion of a pre-employment screening for non-approved substances under applicable NH policies and practices supporting a drug and alcohol-free work environment.
 - 6.6. The Resident's completion, to the satisfaction of NH, of all required background checks, including, without limitation, employment verification, references, criminal history checks, and other required NH background checks under applicable NH policies and practices.
 - 6.7. The Resident's not having ever been: (1) convicted of a criminal offense that (a) is related to health care or related to the provision of services paid for by Medicare, Medicaid or another U.S. federal health care program ("Government Health Care Programs") or (b) falls within the scope of 42 U.S.C. § 1320a-7(a); (2) excluded or debarred from participation in any Government Health Care Program; or (3) otherwise sanctioned by the

- U.S. federal government or any of the governments of the States of Connecticut, New Jersey, or New York or the Commonwealth of Massachusetts, including being listed on: (i) the General Services Administration (GSA) System for Award Management (SAM) entity exclusion list; (ii) the U.S. Department of Health and Human Services Office of Inspector General (OIG) List of Excluded Individuals/Entities; (iii) the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List; (iv) New York State Office of the Medicaid Inspector General Exclusion List; (v) Connecticut Department of Social Services Quality Assurance Administrative Actions List; (vi) State of New Jersey Medicaid Fraud Division Debarment List; or (vii) Commonwealth of Massachusetts Suspended/Excluded MassHealth Providers list.
- 6.8. The Resident's having accurately and timely completed and submitted to NH all documents required to commence employment pursuant to their standard employment-related policies, procedures and processes.
- 6.9. The Resident's having attended and completed orientation on the date(s) identified by NH. The Resident understands that orientation may occur prior to the commencement of the Term, and that, accordingly, the Resident will not be entitled to receive any salary or benefits under Section 5 in consideration for attending orientation. However, in consideration for the Resident's attending and completing orientation, NH will provide the Resident with a stipend, in an amount determined by NH, the Resident agrees to accept such stipend as sole consideration for attending and completing orientation.
- 7. <u>Obligations of Resident in Training</u>. As a condition of the Resident's ongoing participation in the Residency Program, the Resident agrees to perform certain obligations and obtain certain competencies, including, without limitation, the following:
 - 7.1. Provide the Residency Program Director with immediate written notification of any change in status regarding any of the preconditions set forth in Section 6 above.
 - 7.2. Meet the academic requirements of residency training, as specified by the current ACPE general practice standards and the Residency Program Director.
 - 7.3. Meet the humanistic (chaplain-patient relationship) requirements of chaplain residency training.
 - 7.4. Meet the scientific (scholarly and/or research) requirements of chaplain residency training.
 - 7.5. Meet the professional (peer and colleague relationship) requirements of chaplain residency training.
 - 7.6. Meet the moral and ethical requirements of chaplain residency training.

- 7.7. Complete medical records on a timely basis as directed by the Residency Program Director in accordance with GME and NH policies.
- 7.8. Always seek and utilize appropriate supervision.
- 7.9. Perform at a level commensurate with the level of training and responsibilities assigned by the Residency Program Director.
- 7.10. Use best efforts to work with other members of the health care team to provide a quality, respectful, safe, effective and compassionate environment for the delivery of spiritual care and the study of providing spiritual guidance.
- 7.11. When on rotation, become care familiar with and abide by the rules, regulations, policies and practices of each hospital or healthcare facility participating site, including, without limitation, those on HIPAA compliance, Disaster Plan, and Safety Plans.
- 7.12. Become familiar with and abide by the Handbook and all Residency Program-specific manuals and policies. It is the responsibility of the Resident to familiarize him/herself with the information contained in the Handbook and other Residency Program-specific manuals and policies, including any revisions, and to assure that he/she follows all policies and procedures contained therein at all times during the Term.
- 7.13. Abide by the overall policies, rules, regulations and practices of the Residency Program
- 7.14. Abide by NH's Reason for Being and Values, and comply with all applicable NII policies and procedures.
- 7.15. Maintain the confidentiality of information and materials learned or acquired by virtue of providing services pursuant to this Agreement, including, but not limited to business affairs of NH and any participating hospital or healthcare facility site.
- 7.16. Participate in and adhere to the NH Compliance Program, including but not limited to the code of conduct and policies, procedures and guidelines to ensure the compliance of NH and its affiliates.
- 7.17. Comply with the terms of all managed care arrangements in which NH (and/or its affiliated providers) participates now or in the future. As used herein the term "managed care arrangements" shall mean contracts or other arrangements to provide care to enrollees or participants in Health Maintenance Organizations, Preferred Provider Organizations, Prepaid Medical Plans, and other similar healthcare systems.

8. Obligations of NH.

8.1. NH, an ACPE accredited institution, shall exhibit institutional commitment by providing a program of education that meets standards established by ACPE, as well as

the chaplain certifying bodies, including the Association of Professional Chaplains ("APC"), the National Association of Catholic Chaplains ("NACC"), and the National Association of Jewish Chaplains ("NAJC").

- 8.2. Intentionally omitted.
- 8.3. NH shall comply with all applicable federal, State of Connecticut, and local laws, rules and regulations and requirements of applicable licensing, accrediting and review organizations applicable to the Residency Program.
- 8.4. NH shall assign resident responsibilities to the Resident based on the ACPE educational and clinical hour requirement, as well as any additional hours required by their full time employment, as outlined within the Handbook.
- 8.5. NH shall ensure that the Residency Program Director and Residency Program teaching faculty provide regular evaluation and feedback as to the Resident's status within the Residency Program.
- 8.6. NH shall provide timely notice of the effect of the leave on the ability of the Resident to satisfy requirements for Residency Program completion, in the event that the Resident must take leave for any reason. Policy guidelines can be referenced in the Handbook.
- 8.7. NH shall award CPE credit in accordance with requirements and policies of the ACPE and Residency Program.
- 8.8. NH shall provide, upon proper authorization and request by the Resident, verification of Residency Program appointment-related and employment-related information to appropriate organizations consistent with Resident's performance in the Residency Program.
- 8.9. In accordance with the ACPE requirements, and as described in the Handbook, NH maintains policies and procedures regarding the closure/reduction of the Residency Program.
- 8.10. Nuvance Health, or its affiliated entities, solely shall bill, when eligible, for all professional services rendered by the Resident. Any and all fees received in connection with such billed services, including all fees and payments of any nature in payment for managed care services rendered by Resident, belong to Nuvance Health and should be paid as received to Nuvance Health and, if payable to Resident shall be assigned to or endorsed promptly to Nuvance Health by Resident. Resident shall not bill or collect from any payor or patient any sums for professional services rendered by Resident under this Agreement.
- 8.11. NH maintains and pays the cost of professional liability insurance for the Resident for the Term. The Resident is eligible for professional liability insurance on the first day of employment under this Agreement. This professional liability insurance provides

coverage for all job duties while the Resident is performing the Resident's obligations under this Agreement, with such policy limits as may be required from time to time under applicable law and NH policy, provided that in no event shall such coverage limits be less than \$1,000,000 per claim and \$3,000,000 in the aggregate. NH, at its discretion, may utilize self-insurance mechanisms to meet its obligation under this Section. NH will also provide an extended reporting endorsement (aka tail coverage), at no charge to the Resident, for any future claims arising out of the Resident's performance of job duties under this Agreement. NH will provide the Resident with an insurance certificate documenting such professional liability insurance prior to the commencement of the Resident's employment under this Agreement and thereafter from time to time upon request by the Resident, and to the extent reasonably feasible, NH will provide the Resident with written advance notice of any substantial changes to such professional liability insurance (e.g., a material decrease in coverage amounts). NH's professional liability insurance for the Resident will not cover any activity of the Resident outside of the Resident's employment under this Agreement, including by way of example moonlighting.

8.12. The Resident agrees to cooperate fully in any audit, investigation, discovery, and/or defense of claims relating to any of the Resident's activities in connection with this Agreement, regardless of whether such arise during or after the Term. If the Resident receives, or upon becoming aware that anyone with whom the Resident works or resides has received on the Resident's behalf, any audit, summons, complaint, subpoena, or court or administrative agency paper of any kind relating to any of the Resident's activities in connection with this Agreement, the Resident agrees to immediately report such receipt to the DIO and/or the Nuvance Health Risk Management Department and submit to them a copy of all documents received by the Resident. The Resident agrees to cooperate fully with NH, and all attorneys and investigators retained thereby or by their insurer(s), to investigate or defend any claim or matter, particularly, but not limited to, the following: (a) evaluation of patient care; (b) review of an incident reported via NH's incident reporting system or a claim threatened or made by any third party; (c) litigation and/or preparation for litigation, whether or not the Resident is a named party to that litigation; and (d) completion of documentation to support appeals or defense of audit findings. Failure of the Resident to comply with the foregoing duties to the best of the Resident's ability could result in the loss of the Resident's professional liability coverage and/or waiver by the Resident of NH's obligation to defend the Resident in claims, suits or proceedings.

9. Intentionally Omitted

10. <u>Compensated Work Outside of Residency (Moonlighting)</u>; Outside Activities. The Residency Program does not encourage or discourage resident moonlighting, either internal or external. Moonlighting is a voluntary activity that is never required by NH and cannot be coerced. Internal moonlighting at any NH affiliated entity will be covered by the NH professional liability insurance policy, but the Resident may be required to submit a Resident/Fellow Malpractice Application specifically for the entity and for the moonlighting activity requested. This professional liability insurance, and any other insurance provided by

NH related to the Resident's employment hereunder, will not cover any activity of Resident outside of the Residency Program and, if applicable, internal moonlighting at a NH affiliated entity.

- 11. Non-Discrimination/No Retaliation. NH complies with all applicable federal, state and local laws and regulations relating to non-discrimination and retaliation in employment. NH does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, religion, ancestry, citizenship, national origin, marital, familial or disability status or veteran status, or any other characteristic protected by applicable federal, state, or local law with respect to any aspect of employment. NH requires reporting of all perceived incidents of discrimination or harassment. It is the policy of NH to promptly and thoroughly investigate such reports. NH prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.
- 12. <u>Harassment.</u> NH shall provide training to all residents, including the Resident, in an environment that is free from sexual, racial, ethnic or other prohibited harassment. All allegations of harassment will be investigated in accordance with NH's policies.
- 13. <u>Illness or Injury Related to Residency Program</u>. Any illness or injury that occurs while the Resident is performing the duties or obligations under the Residency Program (i.e., any assigned work duty as part of the Residency Program, including but not limited rotations at locations outside of NH) must be reported immediately to the Residency Program Director or his/her designee, the NH Department of Spiritual Care, and through the NH Employee Occurrence Reporting system. Absences necessitated by such illnesses or injuries will be addressed in accordance with NH policy and applicable federal, state, or local law. Academic credit will be considered on an individual basis by the Residency Program Director in consultation with the DIO, in accordance with ACPE requirements.
- 14. <u>Severability</u>. If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in force and effect.
- 15. <u>Modification and Waiver</u>. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.
- 16. Governing Law; Jurisdiction & Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Resident is employed. The parties agree that all litigation must be brought either in a state court or in the U.S. District Court in the jurisdiction in which NH is located, and that neither party may request that the action be removed or transferred to any court outside of that jurisdiction. The parties hereby consent to

jurisdiction of and venue in such courts, and expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

- 17. <u>Assignment</u>. The Resident may not assign any of the Resident's rights or obligations under this Agreement. NH may assign this Agreement, upon reasonable advance notice to the Resident, to an affiliate of NH. Subject to the foregoing sentences, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties and, in the case of the Resident, his/her heirs, executors, administrators, and personal representatives.
- 18. <u>Notices</u>. Any notice or other communication by one Party to the other Party shall be in writing and shall be given, and be deemed to have been given upon receipt if (i) hand delivered, (ii) mailed, postage prepaid, USPS certified mail (return receipt requested), or (iii) sent by a recognized courier service such as FedEx or UPS, addressed as follows:

NH:

Nuvance Health 100 Reserve Road Danbury, CT 06810

Attention: Designated Institutional Official

With a copy to:

Nuvance Health 100 Reserve Road Danbury, CT 06810 Attn.: Chief Legal Officer

The Resident: to the address on file with NH

- 19. <u>Entire Agreement</u>; <u>Amendment</u>. This Agreement constitutes the entire understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior oral or written representations and agreements between the parties. This Agreement may not be amended or modified except in a writing signed by the parties.
- 20. <u>Counterparts</u>; <u>Signatures</u>. This Agreement may be executed by the parties' respective authorized representatives in one or more counterparts, each of which will be deemed an original and all of which, together, will constitute one and the same instrument. This Agreement and any documents relating to it may be executed and/or delivered to the other party electronically, including .pdf scan via e-email, facsimile and/or electronic signature, which e-mail, facsimile and/or electronic signature shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document.

[SIGNATURE PAGE FOLLOWS]

Signature Page

I accept the appointment and employment by NH on the terms and conditions set forth above. I agree to discharge all the duties of a resident as determined by NH and the respective directors of the residency training programs at NH (including but not limited to the Residency Program Director), and I acknowledge that I have read and understand the policies outlined in the Handbook.

8/21	2025	Coulo
Date		Resident: Anastasia Arevalo
ACKNO	WLEDGED .	AND AGREED ON BEHALF OF NH:
8/21/	2025_	Dela Dlade
Date		Debra Slade, M.Div., BCC, Residency Program Director
 Date		Mode Video MD Deciment district 1000 : 1
Date		Mark Kulaga, M.D., Designated Institutional Official

EXHIBIT A

NUVANCE HEALTH BENEFIT PLANS FOR CHAPLAIN RESIDENTS

This summary is not a contract, nor does it limit Nuvance Health's right to amend or discontinue any plan. The final determination of eligibility & benefits will be made according to detailed documents that describe the plans, as provided by our benefits team during the Nuvance Health onboarding process.

- 1. **Health/Dental/Vision Insurance**. Enrollment in and coverage under Nuvance Health's group health, dental and vision insurance plans is available to you on the first day your employment as a resident commences, whichever is later. All plans offer coverage at the single, employee plus spouse, employee plus child(ren), or family level.
- 2. Flexible Spending Accounts (FSAs): Nuvance Health offers pre-tax reimbursement accounts for eligible medical and dependent care expenses. FSAs are administered by a third-party business partner.
- 3. **Health Savings Account (HSA)**: Residents who choose to enroll in Nuvance Health's high deductible health plan (HDHP) are eligible to establish a tax-advantaged HSA. If you establish an HSA, you will only be able to have a limited purpose FSA for dental and vision expenses rather than a standard medical FSA.
- 4. **Leaves of Absence**: Residents have access to and are eligible for leaves of absence in accordance with applicable laws and the current Nuvance Health polices for: Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Connecticut Fair Employment Practices Act; the New York State Human Rights Law, CT Family and Medical Leave Act, CT Family Violence Victim Leave, CT Paid Sick Leave, Federal Family and Medical Leave, NY Paid Family Leave, NY Paid Sick Leave, Personal and Educational Leave, and Westchester County Safe Time Leave.
- 5. **Long Term Disability**: Long-term disability coverage is offered to Residents at the same benefit level as other Nuvance Health employees.
- 6. Company Paid Life Insurance and AD&D: Nuvance Health provides basic life and accidental death and dismemberment (AD&D) insurance to Residents in the amount of one time your annual salary. Details of plan provisions are governed by applicable plan documents.

- 7. **Short Term Disability**: Nuvance Health offers a valuable short-term disability plan to help protect your income during a qualified medical leave period. Should you require a qualified medical leave, you will be entitled to salary continuation at a rate of 60% of your salary up to \$1,000 per week. A buy-up option of 75% of your salary up to \$2,000 per week is also available. Salary will be supplemented by the PTO bank, if applicable.
- 8. **Voluntary Benefits**: Residents are eligible for voluntary benefits effective the first of the month following 30 days from date of hire, including: group whole life, home, auto and pet insurance; critical illness coverage; accidental and hospital indemnity; identity theft protection; and prepaid legal assistance.
- 9. Qualified 401(k) Employee Tax-Deferred Retirement Savings Plan: Subject to IRS limitations, Residents may begin contributing immediately upon hire on a pre-tax, Roth or after-tax basis to the Nuvance Health 401(k) plan. Residents can contribute up to the annual amount permitted under Internal Revenue Code Section 402(g); for 2024, this is amount is \$23,000. In addition, Residents are eligible for a matching contribution equal to 100% of the first 6% of your contributions, in accordance with the 401(k) plan documents and Nuvance Health policies. Employer matching contributions are subject to vesting as set forth in the 401(k) plan documents and Nuvance Health policies.
- 10. Paid Time Off (PTO): Residents will receive 34 days of PTO per academic year. These days will not carry over from academic year to academic year and you must follow program-specific policies for time off. Residents who terminate their contract or have their contract terminated will receive their PTO on a prorated basis. Residents are not otherwise eligible for PTO payouts for any accrued but unused PTO.