

SupportLinc Employee Assistance Program (EAP) Services Agreement

THIS AGREEMENT is made and entered into on *June 1, 2020*, by and between *Saint Paul Public Schools*, an Illinois corporation (herein after referred to as Company), located at 360 Colborne Street, Saint Paul, MN 55102, and CuraLinc, LLC, otherwise known as CuraLinc Healthcare, an Illinois corporation (herein after referred to as CuraLinc), located at 314 W. Superior St., Suite 601, Chicago, IL 60654.

The parties of this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. CONTRACT TERM

The term of this agreement shall be from *July 1, 2020*, through *June 30, 2023*. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms, unless either party has notified the other in writing of its intention not to renew this Agreement at least 60 days prior to the anniversary.

Company shall have the right to terminate this Agreement at any time prior to *June 30, 2023* (the “Early Termination Option”) provided that on the date that Company delivers written notice of its election to exercise its Early Termination Option, no Event of Default exists, and no condition exists which, with the giving of notice or the passage of time, or both, would constitute an Event of Default. Company will exercise the Early Termination Option by delivering written notice to CuraLinc no less than 90 days prior to the date upon which the early termination shall occur. Failure by Company to deliver such written notice will constitute a failure by Company to exercise its termination option. Further, if Company elects to terminate this Agreement as provided herein within the first twelve months of the Agreement’s execution, Company shall pay to CuraLinc an early termination fee in an amount equal to the fees for the first three (3) months of the program.

II. DEFINITIONS

The following definitions apply to this Agreement:

1. **“Agreement”** means the contents of this document in full, including attachments incorporated herein by reference.
2. **“Allocation Value”** applies to Company’s allocation of onsite PerformanceLinc and ResponseLinc hours and refers to a reduction of said hours if a notice to cancel is not provided to CuraLinc within 48 hours of the event.
3. **“Assessment”** refers to a service included in the initial EAP intake. CuraLinc will provide at a minimum one (1) telephonic assessment to evaluate the CIEBD’s Presenting Issue.
4. **“Benefit Training”** consists of an Orientation Meeting(s) to describe the Program to CIEBDs.
5. **“Benefits”** means the services to which CIEBD’s are entitled under the SupportLinc Employee Assistance Program Services Agreement.

6. **“Covered Employee(s)” (“CE”)** refers to benefit-eligible employees of the Company.
7. **“Covered Individuals and Eligible Beneficiaries/Dependents” (“CIEBD”)** refers to benefit-eligible employees of the Company and their family members who are eligible for the services described herein.
8. **“Covered Services”** means the services described in this Agreement. Any services not explicitly set forth in this Agreement are not included as part of this Agreement.
9. **“Crisis Intervention”** means the process of responding to a CIEBD’s request for immediate services in order to determine whether or not a medical-psychiatric emergency or urgent situation exists and to otherwise assess the needs for Short-Term Counseling or a referral to resources outside of the Program.
10. **“Critical Incident”** refers a traumatic event that occurs at the workplace or to a crisis that negatively impacts the workforce.
11. **“Critical Incident Stress Management Services” (“CISM”)** will be provided for “Critical Incidents,” as defined above. These services will be handled face-to-face, whenever possible, or telephonically, when a face-to-face appointment cannot be arranged.
12. **“Distance Counseling”** refers to a Short-Term Counseling approach that takes the best practices of traditional counseling and adapts them for delivery to clients via electronic means in order to maximize the use of technology-assisted counseling techniques.
13. **“eConnect[®]”** refers to CuraLinc’s proprietary Distance Counseling platform.
14. **“Emotional Fitness Coaching”** refers to a technology-based forum that allows CIEBDs to confidentially and securely exchange text messages, voice notes and resources with an EAP Provider.
15. **“Employee Assistance Program” (“EAP” or “Program”)** An EAP is a service for CIEBDs to provide confidential assessments, Short-Term Counselong and referrals to address their Presenting Issue(s).
16. **“EAP Provider”** refers to the licensed mental health professionals employed by, or under contract with, CuraLinc to provide services to CIEBDs.
17. **“Fee for Service”** entails invoicing and payment for non-Agreement services on a mutually agreed upon hourly rate.
18. **“Limitation”** means the maximum number of sessions available to a CIEBD per separate Presenting Issue brought to the Program.
19. **“PerformanceLinc”** is the brand name for the training service offered by CuraLinc.
20. **“PerformanceLinc Training System”** is the proprietary web-based training service offered by CuraLinc.
21. **“Plan Implementation”** means the tasks required by the Company and CuraLinc in order to

implement the services covered within this Agreement.

22. **“Prepayment Fees”** refers to the amounts due and payable to CuraLinc by Company for providing the Program to CIEBDs.
23. **“Presenting Issue”** means the problem or concern for the CIEBD to receive assistance through the SupportLinc program. These issues include, but are not limited to: family and marital problems; relationship problems; substance abuse; emotional distress; depression; anxiety; grief and loss; domestic and workplace violence; and legal and financial concerns.
24. **“ResponseLinc”** is the brand name for the CISM services offered by CuraLinc.
25. **“Short-Term Counseling”** refers to a series of counseling sessions available under the Program. Short-Term Counseling sessions are intended to be applied to Presenting Issue(s) in which the EAP Provider believes can be reasonably and appropriately resolved within the Program.
26. **“SupportLinc”** is the brand name for the Employee Assistance Program (EAP) and Work/Life Benefits offered by CuraLinc.
27. **“Topical Training”** refers training provided to supervisors, managers and staff of the Company about issues related to the workplace, to include stress management, communication, identification and referral of employee problems.
28. **“Work/Life Services”** refers to information concerning local community and/or professional resources for dependent care (parenting, childcare, aging, eldercare, education, etc.), legal and financial concerns. Work/Life Services do not include counseling services.

III. SERVICES PROVIDED BY CURALINC

CuraLinc hereby agrees to perform or assist in the performance of the following services for Company.

1. Provide on-going consultation for the Company’s EAP, to include the overall design, development, implementation and management of the Program.
2. Provide telephonic access to the Program 24 hours/day, seven days/week, 365 days/year.
3. Provide an intake Assessment including, but not limited to: gathering psychosocial history; identifying Presenting Issue(s), treatment history and substance abuse history; completing a risk assessment of the CIEBD; and determining the appropriate level of care.
 - a. If the Presenting Issue(s) can be resolved within the framework of the EAP’s Short-Term Counseling model, CuraLinc will provide clinical consultation and individual case management to CIEBDs, which will include:
 - i. In-the-moment support and, if necessary, immediate crisis counseling.
 - ii. Assessment and Short-Term Counseling.
 1. Referral for up to *four (4) sessions* per Presenting Issue (the Limitation).

a minimum of five years' experience from the date admitted to the bar of the forum state; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment.

- a. **Integrated Identity Recovery Program** – Each CIEBD is entitled to one thirty minute telephone consultation with a Certified Consumer Credit Counselor. In this consultation, the professional will work with the CIEBD to objectively assess their situation, create an action plan, and provide the knowledge and tools to implement that plan most effectively.
 - b. **Financial Assist Services** – Each CIEBD is entitled to one telephone consultation with a CPA, financial planner or budget specialist at no cost. The result of the consultation may result in further activities including, but not limited to mailing of a budget development package, debt consolidation follow-up, investment planning and, in some cases, referral to an attorney or to the EAP. Any additional work requested of the CPA will be provided at a 25% discount off regular hourly rates when a CPA is actually retained. Tax preparation for the 1040 and State return is available telephonically to each member by a CPA at a preferred rate reduction of 25% from the CPA's normal fee. Cost for any of these additional services will be the sole responsibility of the CIEBD.
 - c. **Child Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the Company employee. The delivery of the aforementioned materials is to be provided to CIEBD by CuraLinc and/or available through the Program's web or mobile portals.
 - d. **Elder Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the Company employee. The delivery of the aforementioned materials is to be provided to CIEBD by CuraLinc and/or available through the Program's web or mobile portals.
 - e. **Convenience Resource and Referral Services** – Each CIEBD is entitled to unlimited telephone consultation on enhanced services/convenience services that include, but are not limited to, diet and nutrition, smoking cessation, clubs/associations, kennels/pet care, relocation services, home repair, automobile services, etc. Costs associated with membership and retention of services will be the sole responsibility of the CIEBD.
7. Create and provide an EAP web portal customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Emotional Fitness Coaching and online educational and training seminars.
 8. Create and provide an EAP mobile portal customized for Company that includes, but is not limited to, connectivity to the Program via call or chat, a description of Company's Program, custom links to

other mobile-enabled resources for CIEBDs, a form to schedule a call back or request more information, Emotional Fitness Coaching and a comprehensive topical resource library.

9. Corporate Training services (PerformanceLinc) and Critical Incident Stress Management services (ResponseLinc) as described below:

a. **PerformanceLinc** – CuraLinc provides a comprehensive array of customized workshops and training modules designed to make employees more effective and to broadcast the availability and value of the Program. Through PerformanceLinc, CuraLinc will provide onsite or virtual Topical or Benefit Training sessions to CEs, selected from the most current version of the PerformanceLinc Training Catalog.

b. **ResponseLinc** – Incidents such as workplace violence, robbery, a natural disaster, suicide or a workplace accident can leave employees shocked, distracted and unable to perform their job effectively. Even non-violent acts, such as the natural death of an employee, spouse or child, can be temporarily debilitating. ResponseLinc, CuraLinc’s CISM service, is offered to CIEBDs following the aforementioned traumatic events.

i. **Level I (Referral):** CuraLinc will provide unlimited telephonic consultation to Company and CIEBDs, as well as distribution of educational materials and program flyers for all impacted CIEBDs (employees, supervisors, family members, etc.). All CIEBDs have around-the-clock access to speak with an EAP Provider for in-the-moment Distance Counseling, if necessary. ***Level I responses, which do not include onsite resources, are included at no additional cost.***

ii. **Level II (Onsite Response):** CuraLinc will provide all services included in a Level I response, plus the coordination and delivery of onsite CISM services in the workplace. The purpose of onsite CISM services is to provide impacted CEs (and, if applicable, family members) with an opportunity to discuss their reactions to the event, to provide education and coping skills for managing reactions, and to assist CIEBDs who need additional services with linkage to the most appropriate resources, including the EAP. Onsite Critical Incident Stress Management may be delivered individually or in a group setting. CuraLinc will provide consultation regarding the most clinically-appropriate timing, location and modality of services, based upon the nature of the event. A written response plan is provided for all Level II Onsite Response services, which outlines the goals and objectives for all services, as well as the plan for follow-up.

c. CuraLinc will provide Company with up to ***twenty-four (24) hours*** of onsite PerformanceLinc or Level II ResponseLinc services per year at no additional cost. ***At additional cost to Company and only at Company’s request,*** subsequent in-person PerformanceLinc or ResponseLinc services are available for \$225.00 per hour.

i. Additional fees may apply if a PerformanceLinc session is not scheduled with CuraLinc at least 45 days before the event.

ii. Company will be responsible for the Allocation Value or cost of a PerformanceLinc session if a notice to cancel is not provided to CuraLinc within 48 hours of the event.

- iii. Company will be responsible for the Allocation Value or cost of a Level II Critical Incident response if a notice to cancel is not provided to CuraLinc within 48 hours of the event.
- iv. *At additional cost to Company and only at Company's request*, Topical Training modules, delivered through the web-based PerformanceLinc Training System, are available for \$450.00 per module. All PerformanceLinc Training System modules include a post-module proficiency quiz.

10. *At additional cost to Company and only at Company's request*, any additional onsite services will be provided for \$225.00 per hour.

IV. COVERED ENTITY DISCLOSURE

CuraLinc acknowledges that it is a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA") and the Privacy Rule issued by the Department of Health and Human Services (45 CFR Subparts 160 and 164) (the "Privacy Rule"). In such event, CuraLinc acknowledges it has specified responsibilities to limit the uses and disclosures of protected health information ("PHI"), a term defined by the Privacy Rule (45 CFR Section 164.501, incorporated herein by reference as though set forth in full). CuraLinc represents that it will use and disclose PHI only as permitted by HIPAA and the Privacy Rule, subject to any additional limitations on the use and disclosure of that information as imposed by this Agreement, and CuraLinc will comply with all other applicable provisions of HIPAA, including the responsibility under HIPAA and the Privacy Rule to provide each Eligible Participant with access to his or her PHI (45 CFR Section 164.524); to allow that Eligible Participant to amend his or her PHI (45 CFR Section 164.526); and to provide an accounting of those disclosures identified under the Privacy Rule as reportable disclosures (45 CFR Section 164.528). In the event that CuraLinc is deemed to be a business associate of the Company, CuraLinc agrees to comply with the requirements relating to business associates in HIPAA, and enter into a business associate agreement with the Company in compliance with HIPAA.

V. COMPANY'S EXCLUSIVE REMEDIES

If CuraLinc does not satisfactorily fulfill its obligation to Company as specified in this agreement, Company's sole and exclusive remedies are:

CuraLinc will again perform the Services to the extent reasonably necessary to correct the complaint. If CuraLinc is unable to correct the complaint within 90 days timeframe or an equivalent acceptable level, Company has the right to recover an amount equal to charges paid to CuraLinc for defective services.

These remedies are in lieu of all other warranties, including all warranties or merchantability, fitness for particular purpose or other warranties, express or implied. These remedies are exclusive, and the liability of CuraLinc with respect to anything done in connection with this Agreement, whether in tort, contract, under any warranty, or otherwise, shall not exceed the price of the services on which such liability is based. CuraLinc or its affiliates, including any of their officers, directors, employees or agents, shall not be liable for any indirect, incidental or consequential damages, including, but not limited to, lost profits, lost revenues, or failure to realize expected savings sustained or incurred in the performance or non-performance of the work under this Agreement.

VI. INDEMNIFICATION

CuraLinc will, at its sole expense, indemnify, defend and hold Company harmless against any and all claims, losses or damages together with all costs and expenses related hereto arising from, related to, or connected with any negligent or intentional act or omission of CuraLinc or any service or agent of CuraLinc in carrying out the terms of this Agreement. Such Indemnification will extend to any and all actions, suits or proceedings incidental to any such claims, losses or damages.

Company will, at its sole expense, indemnify, defend and hold CuraLinc harmless against any and all claims, losses or damages together with all costs and expenses related hereto arising from, related to, or connected with any negligent or intentional act or omission of Company in carrying out the terms of this Agreement. Such indemnification will extend to any and all actions, suits or proceedings incidental to any such claims, losses or damages.

VII. PAYMENT

In Consideration for the above-mentioned services, Company agrees to pay CuraLinc a sum of *ninety-five cents (\$0.95)* per Covered Employee per month. ***The aforementioned price(s) will be guaranteed to the Company until June 30, 2023.***

SupportLinc EAP Services will be invoiced on a quarterly basis, thirty (30) days in advance of the first day of the quarter. The fee for the Program shall be calculated based upon the number of Covered Employees designated as eligible as of the start of each period. Payment is due by the first day of the billing period. The initial premium must be paid before program implementation activities can begin. A finance charge of 2.0% of unpaid invoices will be assessed each month for any amounts that are not the subject of a good faith dispute and are unpaid past the due date. If this Agreement terminates for any reason prior to the expiration of a period for which Company has paid the aforementioned fees, then CuraLinc shall refund to Company that portion of the fees that relate to the unexpired portion of the period.

VIII. TRADEMARK LICENSE

CuraLinc has used and continues to use the Registered Trademark eConnect® in connection with its EAP services (the "Registered Trademark") and has developed certain intellectual property and commercial rights in said Trademark, and continues to use said trademark in said capacity throughout the United States. The eConnect® trademark is registered with the United States Patent and Trademark Office under Serial Number 85813748. CuraLinc and Company agree that CuraLinc has exclusive title to and ownership of the Registered Trademark and is entitled to all trademark rights, including all goodwill associated therewith, associated with the trademark eConnect® as used in connection with the services set forth in this Agreement. Company agrees that during the term of this Agreement and at any time thereafter, it shall not challenge the ownership and other commercial and proprietary rights CuraLinc retains with respect to the aforementioned Registered Trademark, shall not challenge the validity of this Agreement and shall not engage in any actions or omissions deemed harmful by CuraLinc to such rights. Company acknowledges CuraLinc's exclusive right, title and interest in and to the Registered Trademark under applicable law in all jurisdictions, and will not, either directly or indirectly, at any time, do anything to discredit, encumber or diminish any part of such right, title, or interest or challenge the validity of this license. Company agrees that its use of the Registered Trademark will inure entirely to the benefit of CuraLinc.

To the extent permitted by law, upon the terms and conditions set forth herein, CuraLinc grants to Company a non-exclusive, non-transferable, royalty-free license to use the Registered Trademark in relation Company's utilization and provision of CuraLinc's services as set forth in this Agreement and/or the promotion and advertising thereof (the "Licensed Activities"). Company shall use the Registered Trademark only in relation to the Licensed Activities and only in accordance with the terms and conditions of this Agreement. Any use of the Registered Trademark not provided for in this Agreement is expressly prohibited absent express written consent of CuraLinc.

Company shall use the Registered Trademark only in the precise form and manner as prescribed herein by CuraLinc. CuraLinc retains the right to specify, from time to time, the format in which Company shall use and display the Registered Trademark, and Company shall only use or display the Registered Trademark in a format approved by CuraLinc. Every use of the Registered Trademark by Company shall incorporate in an appropriate manner the "®" symbol. An example of an approved use is as follows: eConnect®.

Company shall not permit any other person and/or company to use the Registered Trademark without CuraLinc's prior written consent and shall not assign or transfer in any way its rights and duties derived from this license.

Company shall immediately notify CuraLinc in writing of any infringements or third party imitations of any mark and/or design, or other act of a third party that may concern the Registered Trademark, of which Licensee becomes aware. CuraLinc shall have the sole right to determine whether or not any action shall be taken on account of such infringements or imitations. In the event that CuraLinc determines that action shall be taken on account of such infringements or imitations, it is the sole responsibility of CuraLinc to pursue and bear the cost of said action. Company shall cooperate with CuraLinc in good faith, at CuraLinc's expense, in the event of any action for infringement pursued by CuraLinc. Company is under no obligation to pursue or bear the cost of any action against infringements or third party imitations of any mark and/or design, or other act of a third party that may concern the Registered Trademark.

The term of this license shall generally coincide with the Term of the Agreement, and this license shall terminate upon termination of the Agreement. Notwithstanding, either party may terminate this license with or without cause by delivering ten (10) business days written notice to the other party. All rights granted by this license, including without limitation, Company's right to use the Registered Trademark, shall expire upon termination of this license or the Agreement, and upon termination, Company shall immediately cease and desist from all further use of the Registered Trademark.

IX. ADDITIONAL TERMS AND CONDITIONS

- a. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, oral or written, with respect to the subject matter of this Agreement. No change, modification, addition or amendment of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.
- b. **Severability.** To the extent that any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired

thereby.

- c. **Headings.** The headings and captions of this Agreement have been included solely for convenience of reference and shall in no way define, limit or describe any of the provisions of this Agreement.
- d. **Jurisdiction and Choice of Law.** This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Illinois without regard to conflicts of laws provisions thereof.
- e. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, or prevent such party thereafter from enforcing such provision or any other provision of this Agreement.
- f. **Attorneys' Fees.** CuraLinc shall be permitted to recover any and all reasonable costs and attorneys' fees spent to enforce any provision of this Agreement.
- g. **Notice.** Proper notice to each party as often required by this Agreement means delivery by U.S. mail or by facsimile. Delivery is considered to be made on the date that such correspondence is placed in the postbox and addressed to the party on the address set forth on the first page of this Agreement in the case of U.S. Mail, or as of the date of transmission in the case of facsimile.
- h. **No Presumption Against Drafting Party.** This Agreement shall not be construed or interpreted for or against either Party because said Party drafted any of its provisions.
- i. **Assignability.** This Agreement may be assigned by CuraLinc with written notice to Company, but in no case shall assignment change the terms of the Agreement. The Agreement shall be binding upon the Company's heirs, successors and assigns.
- j. **Confidentiality of Terms.** Company agrees not to disclose the contents of this Agreement to any other person or entity without first receiving express written consent of CuraLinc. This Agreement shall not be filed with any court and shall remain confidential except in an action to enforce or for breach of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement between Company and CuraLinc on the day and year first above written.

Saint Paul Public Schools

CuraLinc, LLC (d.b.a. CuraLinc Healthcare)

By: _____

By: _____

Sean Fogarty

Its:

Its: President and Chief Executive Officer

Date

Date