

PRICING AND PROGRAM SUMMARY

Client: Village of Palos Park, Illinois
 8999 West 123rd Street
 Palos Park, Illinois 60464

Employees: 40

Broker / Consultant: The Horton Group

Service: SupportLinc Employee Assistance Program (EAP)



Program Components:

<p>Short-Term Counseling</p> <p><u>Access</u></p> <ul style="list-style-type: none"> • "Around the Clock" Access to SupportLinc • 100% Clinical-First EAP Model • Over 11,000 EAP-specific Affiliate Clinicians • Bi-Lingual EAP & Work-Life Counselors • Access to AT&T Language Line • TDD/TTY for Hearing Impaired <p><u>Case Management</u></p> <ul style="list-style-type: none"> • "True" EAP & WLB Case Management • Follow-Up with Member • Post-EAP Coordination with Health Plan <p><u>Account Services</u></p> <ul style="list-style-type: none"> • Dedicated Account Manager • Quarterly Utilization Reporting and Review • EAP Introduction and Orientation Training • Formal and Informal Management Referrals • Annual Customer Satisfaction Reporting <p><u>Program Promotion</u></p> <ul style="list-style-type: none"> • Robust Promotional Schedule • Individual Brochures and Wallet Cards • Quarterly EAP Posters and Newsletters • Monthly EAP and Work-Life Flyers 	<p>Option 1: 1-3 Session Short-Term Counseling Model \$1.72 per Employee per Month</p> <p>Option 2: Telephonic Short-Term Counseling Model \$1.00 per Employee per Month</p>
<p>Work-Life Benefits</p> <p><u>Family Assist</u></p> <p><i>Child Care, Elder Care, Relocation, Pet Care, Automotive, Education, Travel, Home Improvement, Volunteering, Convenience</i></p> <ul style="list-style-type: none"> • Twelve (12) Hour Turnaround for all Referrals • Six (6) Hour Turnaround for Urgent Referrals • Educational Materials, Web-Based Search Engines, Robust Fulfillment Package for all Participants <p><u>Legal Assist with Integrated ID Recovery</u></p> <p><i>Free In-Person Legal Counseling, Telephonic Legal Consultation, Web-Based Legal Resources</i></p> <ul style="list-style-type: none"> • 25% Discount for Ongoing Legal Services • Integrated ID Recovery Program <p><u>Financial Assist</u></p> <p><i>Financial Information Hotline, Free Financial Consultation for Debt Consolidation, College Planning, Budgeting, Long-Term Goal Setting, Estate Planning</i></p>	
<p>Tailored EAP and Work-Life Website (www.support-linc.com)</p> <ul style="list-style-type: none"> • Custom Logo & Links to Village of Palos Park Benefits & Events • Monthly Topical Work-Life Webinars, Coordinated with Program Promotion • Over 100 "SkillBuilder" Training Modules • Supervisor 'Tool Kit' for Village of Palos Park Managers and Supervisors • Hundreds of Search Engines and Calculators, Over 1,000 Audio "How To" Lessons 	<p>\$150.00 per Hour</p>
<p>PerformanceLinc Topical Training Services</p> <ul style="list-style-type: none"> • 25 Customizable Training Modules Available • Multiple Avenues for Module Delivery: In-Person; Web-Based; Telephonic • Monthly Topical Work-Life Webinars at www.support-linc.com • PerformanceLinc Training System: Management Training Module Included for Village of Palos Park 	<p>\$150.00 per Hour</p>
<p>ResponseLinc Critical Incident Response Services</p> <ul style="list-style-type: none"> • Level I (Telephonic Consultation; Post-Incident Referrals to EAP) Included in SupportLinc PEP • Level II and III, Which Require an On-Site Response, Priced on a Per Hour Basis 	<p>\$150.00 per Hour</p>

APPENDIX A: 2011 PROMOTIONAL SCHEDULE

	Account Services	EAP Poster	Work-Life Flyer & Web Theme	Webinar ²	Webinar Description	Employee Newsletter	Supervisor Newsletter
January 2011	Account Review	Intro to SupportLinc (or Balance)	Get it Together: <i>Getting Organized</i>	Everything in its Place; 1/18	When we are not organized, we waste precious time and create chaos in our lives. This session will identify roadblocks to organization, and provide techniques to get organized, and simplify your life.	LinLine Newsletter for Employees	LinLine Newsletter for Supervisors
February 2011			Nobody Likes a Bully: <i>Handling Workplace Bullies</i>	Bullying: Confronting Hostility in the Workplace; 2/15	Dealing with different personalities at work is a reality, but dealing with a workplace bully is a more difficult matter. Learn how to identify hostility in the workplace and how to deal with the bully who is creating it.		
March 2011			Downshifting: <i>Reducing Technology Overload</i>	Less is More; 3/15	Was life simpler with no cell phone, no email, no Facebook? Ask yourself, "Do I really need this?" Evaluate the quality of your life when it comes to technology, apps, and social media.		
April 2011	Account Review	Family	Insourcing: <i>Developing Internal Talent</i>	Developing Job Skills; 4/19	Strong work teams are vital to success and productivity in the workplace. Learn the aspects of successful teams, such as building trust, clarifying goals, self-assessment and effective communication.	LinLine Newsletter for Employees	LinLine Newsletter for Supervisors
May 2011			May Cause Drowsiness: <i>Importance of Sleep</i>	Let's Sleep on It; 5/17	As our busy days get longer, sleep suffers. Participants will learn the importance of sleep in maintaining optimal health. This seminar will offer strategies and techniques to foster a great sleep environment.		
June 2011			Facing the Losses of Aging	Adjusting to the Process of Aging; 6/21	Explore the impact of the natural aging process. Identify the physical changes and emotional adjustments that happen as our bodies age. Learn positive choices to help achieve healthy aging.		
July 2011	Account Review	Productivity	Little Steps, Big Impact: <i>Simple Ways to go Green</i>	Trash Talk: How to Go Green; July 19th	Learn how those seemingly small things really do make a difference in the future of our planet.	LinLine Newsletter for Employees	LinLine Newsletter for Supervisors
August 2011			Part of the Equation: <i>Parental Involvement in Education</i>	Parents Taking Action; 8/16	Parents play a crucial role in helping children succeed in school. Explore the factors that contribute to school achievement. Participants will learn strategies to help children become responsible and engaged learners.		
September 2011			Fear or Fiction: <i>Separating Rumor from Reality</i>	Information Overload: Navigating Through Chaos; 9/20	Information is everywhere, but what's "really" important? Learn how to achieve greater control of the information you need and want.		
October 2011	Account Review	Stress	Co-Worker, Co-Existence: <i>Embracing Differences</i>	The ABCs of Working With the XYZs; 10/18	Learn to identify the characteristics, values and priorities features of each generation within the workplace to foster successful work groups.	LinLine Newsletter for Employees	LinLine Newsletter for Supervisors
November 2011			Home Addition: <i>Managing an Addition to the Household</i>	High-Impact Parenting; 11/15	This seminar explores active and energetic parenting and discusses principles on respect, discipline, and communication between adult and child family members.		
December 2011			Answers to Life's Great Questions: <i>Honing Your Research Skills</i>	Tune-Up Your Search Engine; 12/20	The Internet can help you find anything but how does one search through the vast wealth of knowledge or stuff out there? Learn the fastest ways to find the information you need.		

SupportLinc Employee Assistance Program (EAP) Services Agreement

THIS AGREEMENT is made and entered into on *August 4, 2011*, by and between *Village of Palos Park*, an Illinois corporation (herein after referred to as Company), located at 8999 West 123rd Street, Palos Park, IL 60464, and CuraLinc, LLC, otherwise known as CuraLinc Healthcare, an Illinois corporation (herein after referred to as CuraLinc), located at 4930 Oakton Street, Suite 4023, Skokie, IL 60077.

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 ^{OCTOBER 2011} ~~September 1, 2011~~, through *August 31, 2014*. 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 90 days prior to the anniversary.

Company shall have the right to terminate this Agreement at any time prior to its expiration date (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 not to exceed \$500.00, so as to compensate CuraLinc for the cost of materials and services expended on Company's behalf.

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. "**Assessment Session**" included in the initial EAP intake session, the CuraLinc Case Manager will provide at a minimum one (1) telephonic assessment session to evaluate the problem and determine if the problem is within the scope of the EAP program (as defined below).
3. "**Benefits**" means the services to which Enrollees are entitled under an EAP and Work/Life Services Agreement.
4. "**Capitated Rate**" is a fixed rate for specified service. The billing and payment for the service occurs the quarter prior to the delivery of service based upon the number of CIEBD and beneficiaries identified by the client multiplied by the agreed upon rate.
5. "**Covered Individuals & Eligible Beneficiaries/Dependents**" ("**CIEBD**") means those CIEBD of

the Company and their family members who are eligible for the services described herein. A CIEBD is any benefit-eligible employee of the Company and the family members living in the employee's household.

6. **“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, referrals to community resources and referrals to medical psychiatric emergency services.
7. **“Critical Incident”** A critical incident is a disastrous or possibly disastrous event at the workplace or impacting the work force. Examples include, but are not limited to: an employee being seriously injured, a catastrophic event on a work site, the accidental death of another employee, a kidnapping or a robbery.
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. **“Critical Incident Stress Management (CISM) Services”** will be provided for “Critical Incidents,” as defined above. These services are referred to as “interventions” and will be handled face-to-face whenever possible, or telephonically when a face-to-face appointment cannot be arranged. CuraLinc will make every reasonable effort to provide face-to-face emergency responses within 24 hours of a request for such services consistent with the terms of this Agreement by Company.
10. **“Employee Assistance Program (“EAP” or “Program”)** An EAP is a service for CIEBDs to provide confidential assessments, counseling and referrals for problems related to marital, parent-child, alcohol and other drug abuse, emotional, legal/financial issues, childcare, eldercare, and other personal challenges or stresses. Each CIEBD is entitled to at least one and not more *three* sessions per presenting issue.
11. **“EAP Provider”** means the licensed mental health professionals employed by, or under contract with, CuraLinc to provide services to the CIEBD.
12. **“EAP Training”** or **“Benefit Training”** consists of an Orientation Meeting with supervisors and employees of the Company describing the EAP and providing an overview of the program.
13. **“Emergency Services and Crisis Intervention”** is defined as intervention within 24 hours required during acute crisis situations (e.g., threats to harm self or others). If, in CuraLinc's Provider's professional opinion, the employee is in danger to self or others, or may require medication, the employee would then be referred to a physician or hospital for additional care outside of the scope of CuraLinc's services under this Agreement.
14. **“Fee for Service”** entails invoicing and payment for non-Agreement services on a mutually agreed upon hourly rate.
15. **“General Practitioner”** is a medical physician who is not a specialist, but treats all illnesses.
16. **“Limitation”** means the maximum number of sessions available to a CIEBD per separate presenting issue brought to the EAP Program.

17. **“PerformanceLinc”** is the brand name for the training service offered by CuraLinc.
18. **“PerformanceLinc Training System”** is the proprietary web-based training service offered by CuraLinc.
19. **“Plan Implementation”** means the tasks required by the Company and CuraLinc in order to install the services covered within this Agreement, including the development of EAP documents specifying the scope of services, means to access service, training of designated Company management and other employees, and the review and distribution of promotional materials.
20. **“Prepayment Fees”** means the quarterly amounts due and payable to CuraLinc by the Company for providing Benefits to CIEBD.
21. **“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; grief and loss; domestic and workplace violence; and legal and financial concerns.
22. **“ResponseLinc”** is the brand name for the critical incident stress management services offered by CuraLinc.
23. **“Short-Term Counseling”** means a series or block of counseling sessions available under the Program. Short-term counseling sessions are intended to be applied to situations in which the CuraLinc EAP Case Manager believes that the presenting issues can be reasonably and appropriately resolved in the Program. Examples of these types of short-term issues can be, but are not limited to:
 - Job Stress
 - Grief and Loss
 - Substance Abuse Awareness and Co-Dependency
 - Family Concerns and Conflicts
 - Adjustment Issues (Relocation, New Family Members, New Relationships, New Job)
24. **“SupportLinc”** is the brand name for the Employee Assistance Program (EAP) and Work/Life Benefits offered by CuraLinc.
25. **“Topical Training”** refers to 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. Management Training may also include those topics included in current edition of the PerformanceLinc Training Catalog.
26. **“Work/Life Services”** relates 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. It is limited to the provision of names and telephone numbers of resources available to CIEBDs under the Agreement.

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 Company's EAP, to include the overall design, development, implementation and management of the Program.
2. The CIEBD may contact CuraLinc prior to receiving billable treatment covered under the Mental Health or Substance Abuse component of the medical plan.
 - a. CuraLinc will complete an intake evaluation including, but not limited to: gathering psychosocial history including presenting problem, treatment history and substance abuse history; completing a risk assessment of the CIEBD; and determining the appropriate level of care.
3. If the presenting issue can be resolved within the framework of the EAP's short-term counseling model, CuraLinc will provide clinical consultation and individual case management to Company and their CIEBDs, which will include:
 - a. Crisis counseling of employees and family members.
 - b. Assessment, short-term counseling (up to **three** sessions) and/or referrals.
 - c. Post-case referral to an appropriate professional or helping agency.
 - d. Follow-up on each case to determine success of the rehabilitation process or need for further assistance.
4. If the initial assessment reveals that treatment is required beyond the scope of the EAP, the case manager will provide the CIEBD with appropriate referrals for Mental Health or Substance Abuse providers or facilities that are in the CIEBD's benefit plan network.
 - a. CuraLinc will verify the CIEBD's eligibility.
 - b. CuraLinc will educate the CIEBD regarding the upcoming sequence of events.
 - c. CuraLinc will give the CIEBD names of in-network providers that are appropriate for his/her condition, based on his/her need.
 - d. After verifying that the CIEBD has selected an appropriate provider, CuraLinc will notify Company's medical plan administrator and, if applicable, Company's utilization review and case management vendor.
5. Create one customized Benefit Training or orientation module on the PerformanceLinc Training System platform, at no cost.
6. **At additional cost to the company**, in-person Topical or Benefit Training sessions, selected from the most current version of CuraLinc's PerformanceLinc Training Catalog, are available for \$150.00 per hour.
 - a. **At additional cost to the company**, 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.

7. Liaise between Company and all treatment facilities that serve Company employees referred through the Program in the areas of psychological health and chemical dependency.
8. Assist in the internal promotion of the program, including information dissemination sessions, preparation of pamphlets, wallet cards, draft letters to the family, posters and master copies of newsletters. CuraLinc will provide at no additional cost 125% allocation of the SupportLinc tri-fold employee brochure for the covered employee participants for the initial twelve (12) months of this Agreement. Additionally, CuraLinc shall provide for each subsequent twelve (12) months of this Agreement a 20% supply of the SupportLinc tri-fold brochure to allow for employee turnover. *At additional cost to the company*, CuraLinc will provide additional SupportLinc tri-fold brochures at (\$0.25) apiece.
9. Provide program evaluation and quarterly utilization and program activity reports so that Company can track the utilization and performance of the Program.
10. Provide telephone access to the Program 24 hours/day, seven days/week, 365 days/year.
11. Provide Work-Life services as described below:
 - a. **Legal Assist Services** – Each employee/family member is entitled to one (1) thirty (30) minute office or telephone consultation per separate legal matter at no cost. In the event that the employee/dependent wishes to retain a participating attorney after the initial consultation, one will be available with a preferred rate reduction of 25% from the participating attorney's published hourly rate. All legal issues except those pertaining to the employer are covered. All additional costs following the consultation will be identified by the attorney in the retainer agreement, which must be agreed to in advance by the employee, who is solely responsible for payment. Excluded services are any matters involving current or prior work related issues of the eligible member or dependents. Unlimited access to information materials is available through CuraLinc's SupportLinc EAP and Work/Life website, located at www.support-linc.com.
 - b. **Integrated Identity Recovery Program** – Each employee/family member is entitled to one (1) 30-minute telephone consultation with a Certified Consumer Credit Counselor. In this consultation, the professional will work with employee/family member to objectively assess their situation, create an action plan, and provide the knowledge and tools to implement that plan most effectively. Unlimited access to information materials is available through CuraLinc's SupportLinc EAP and Work/Life website, located at www.support-linc.com.
 - c. **Financial Assist Services** – Each employee/family member is entitled to one (1) telephone consultation with a 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 employee. Unlimited access to information materials is available through CuraLinc's SupportLinc EAP and Work/Life

website, located at www.support-linc.com.

- d. **Child Care Resource and Referral Services** – Each employee/family member 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. Listing of said materials to be provided to Company by CuraLinc for distribution to employees and/or available through CuraLinc's SupportLinc EAP and Work/Life website, located at www.support-linc.com.
- e. **Elder Care Resource and Referral Services** – Each employee/family member 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. Listing of said materials to be provided to Company by CuraLinc for distribution to employees and/or available through CuraLinc's SupportLinc EAP and Work/Life website, located at www.support-linc.com.
- f. **Convenience Resource and Referral Services** – Each employee/family member 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 employee or family member. This benefit includes unlimited access to information materials through CuraLinc's SupportLinc EAP and Work/Life website, located at www.support-linc.com.

12. Provide Critical Incident Stress Management (CISM) services as described below:

- a. **Level I Crisis Intervention:** Acute post-traumatic stress is a normal reaction in a normal person to an abnormal event. The most widely used intervention in a critical incident is one-on-one individual intervention. While Debriefings are very important to work groups of victims and witnesses, most employees choose to talk to a critical incident counselor separately. The cost of a Level I Critical Incident response is included in CuraLinc's SupportLinc EAP services.
- b. **Level II Critical Incident Defusing:** A Defusing is aimed at the core work groups that are victims or witnesses of the incident. Defusing provided at the right time may lessen the need to do a full Debriefing. Employees are often in crisis and may be more open to help. Follow-up services are always necessary after a Defusing to assure that employees are managing stress adequately. The cost of a Level II Critical Incident response is \$150.00 per EAP Provider per hour.
- c. **Level III Critical Incident Stress Debriefing:** The Critical Incident Stress Debriefing (CISD) is conducted in a small group meeting (group size of less than 20 participants is ideal, over 20 limits the opportunity for everyone to share). It is a discussion about the critical incident or traumatic event. This structured group setting gives employees the opportunity to discuss their thoughts and emotions about the incident in a controlled, structured rational

manner. The cost of a Level II Critical Incident response is \$150.00 per EAP Provider 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 the sum of *one dollar and seventy two (\$1.72)* per employee per month for the *1-to-3 session* model Employee Assistance Program with Work-Life services and CISM services. *The per employee per month price will be guaranteed to the Company until August 31, 2014.*

SupportLinc EAP Services will be invoiced quarterly thirty (30) days in advance of the first day of the quarter. The fee for SupportLinc EAP Services shall be calculated based upon the number of employees designated as eligible as of the start of each quarter. Payment is due by the first day of the billing period. The initial premium must be paid before program implementation activities can begin. All additional services (Critical Incident Services, Trainings), travel reimbursements and promotional material invoices are due thirty (30) days from the invoice date. A finance charge of 0.5% 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 quarter for which Company has paid the applicable quarterly fees, then CuraLinc shall refund to Company that portion of the quarterly fees that relate to the unexpired portion of the quarter.

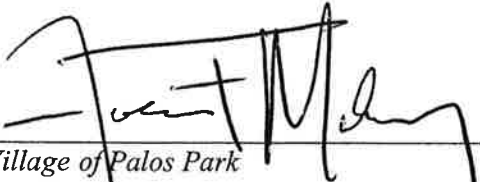
VIII. ADDITIONAL TERMS AND CONDITIONS

- 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.

IN THE PRESENCE OF:


 Village of Palos Park

 (Title) **MAYOR**

8/10/2011
 (Date)


 CuraLinc Healthcare

10/2/2011
 (Date)