

# SupportLinc Employee Assistance Program (EAP) Services Agreement

**THIS AGREEMENT** is made and entered into on *October 7, 2019*, by and between **Blount County**, a Tennessee corporation (herein after referred to as Company), located at 341 Court Street, Maryville, TN 37804, 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 *January 1, 2020*, through *December 31, 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 90 days prior to the anniversary.

Company shall have the right to terminate this Agreement at any time prior to *December 31, 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. “**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 and determine if the concern is within the scope of the EAP (as defined below).
3. “**Benefit Training**” consists of an Orientation Meeting(s) with supervisors and employees of the Company describing the EAP and providing an overview of the Program.
4. “**Benefits**” means the services to which CIEBD’s are entitled under the SupportLinc Employee Assistance Program Services Agreement.
5. “**Computerized Cognitive Behavioral Therapy (or “cCBT”)**” refers to a dynamic technology-based behavioral health and well-being solution consisting of software, content and interactive services that helps CIEBDs address stress, anxiety and depression.

6. **“Covered Individuals & Eligible Beneficiaries/Dependents” (“CIEBD”)** refers to benefit-eligible employees of the Company and their family members who are eligible for the services described herein.
7. **“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.
8. **“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.
9. **“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.
10. **“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.
11. **“Distance Counseling”** refers to a 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.
12. **“eConnect®”** refers to CuraLinc’s proprietary Distance Counseling platform.
13. **“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.
14. **“EAP Provider”** means the licensed mental health professionals employed by, or under contract with, CuraLinc to provide services to the CIEBD.
15. **“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 CIEBD 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.
16. **“Fee for Service”** entails invoicing and payment for non-Agreement services on a mutually agreed upon hourly rate.
17. **“Limitation”** means the maximum number of sessions available to a CIEBD per separate presenting issue brought to the EAP Program.

18. **“PerformanceLinc”** is the brand name for the training service offered by CuraLinc.
19. **“PerformanceLinc Training System”** is the proprietary web-based training service offered by CuraLinc.
20. **“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.
21. **“Prepayment Fees”** means the quarterly amounts due and payable to CuraLinc by the Company for providing Benefits to CIEBD.
22. **“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.
23. **“ResponseLinc”** is the brand name for the critical incident stress management services offered by CuraLinc.
24. **“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 Issue(s) 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; family concerns and conflicts; adjustment issues (relocation, new family members, new relationships, new job); co-dependency.
25. **“SupportLinc”** is the brand name for the Employee Assistance Program (EAP) and Work/Life Benefits offered by CuraLinc.
26. **“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.
27. **“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 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 including 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 Company and their CIEBDs, which will include:
    - i. Crisis counseling of employees and family members.
    - ii. Assessment, short-term counseling (up to *five sessions*) and/or referrals.
    - iii. At the CIEBD's discretion, the aforementioned Short-Term Counseling sessions may be delivered either in-person or via CuraLinc's eConnect® platform.
    - iv. Post-case referral to an appropriate professional or helping agency.
    - v. Follow-up on each case to determine success of the rehabilitation process or need for further assistance.
  - b. 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.
    - i. CuraLinc will verify the CIEBD's eligibility.
    - ii. CuraLinc will educate the CIEBD regarding the upcoming sequence of events.
    - iii. CuraLinc will give the CIEBD names of in-network providers that are appropriate for his/her condition, based on his/her need.
4. Liaise between Company and all treatment facilities that serve Company employees referred through the Program in the areas of psychological health and chemical dependency.
5. 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 15% supply of the SupportLinc tri-fold brochure to allow for employee turnover. **At additional cost to Company**, CuraLinc will provide additional SupportLinc tri-fold brochures at (\$0.25) apiece.
6. Provide program evaluation and quarterly utilization and program activity reports so that Company can track the utilization and performance of the Program.
7. Provide Work/Life services as described below:
  - a. **Legal Assist Services:** Each employee/family member is entitled to Telephonic Legal

Services and In-Person Legal Services as described below at no cost. 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 employee or dependents, or any issues related to Company. Unlimited access to web-based Legal Assist services is also available on the SupportLinc website.

- i. Telephonic Legal Services:** CuraLinc will provide the CIEBD with access to an attorney who: has been licensed to practice law in the forum state for at least ten years; has no public record of non-administrative discipline within the last ten years; and carries malpractice insurance. The attorney shall provide, via telephone, at no cost to the CIEBD, up to one-half hour of time to answer general questions of law according to the applicable state law.
  - ii. In-Person Legal Services:** CuraLinc will provide the CIEBD with one-half hour office consultation from an attorney or law firm that: is duly licensed to practice law in the CIEBD's forum state; has a managing or operating partner with 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 (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.
- b. Financial Assist Services** – Each CIEBD 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.
- 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. Listing of said materials to be provided to CIEBD by CuraLinc and/or available through CuraLinc's SupportLinc website.
- 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. Listing of said materials to be provided to CIEBD by CuraLinc and/or available through CuraLinc's SupportLinc website.

- 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 employee or family member.
- 8.** Create and provide an EAP and Work-Life website customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, “how-to” guides, and online educational and training seminars.
- 9.** Create and provide a web and mobile Computerized Cognitive Behavioral Therapy (cCBT) platform for Company.
- 10.** Create and provide an EAP mobile app customized for Company that includes, but is not limited to, connectivity to the Program via call or live 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 and a comprehensive topical resource library.
- 11.** Corporate Training services (PerformanceLinc) as described below:
  - a.** *At additional cost to Company and only at Company's request*, in-person Topical or Benefit Training sessions are available for \$195.00 per hour.
    - i.** Additional fees may apply if the session is not scheduled with CuraLinc at least 45 days before the event.
    - ii.** Company will be responsible for the cost of an in-person training session if a notice to cancel is not provided to CuraLinc within 48 hours of the event.
  - b.** *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.
- 12.** Critical Incident Stress Management services (ResponseLinc) as described below:
  - a. Level I (Referral):** CuraLinc will provide unlimited telephonic consultation to management, 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 immediate telephonic support, as well as a referral to a local EAP Provider with a specialty in grief, loss or trauma for Short-Term Counseling, if necessary. The cost of a Level I response is included in CuraLinc's SupportLinc EAP services.

**b. Level II (Onsite Response):** Provides all services included in a Level I response, plus the coordination and delivery of onsite Critical Incident Stress Management services in the workplace. The purpose of onsite Critical Incident Stress Management services is to provide impacted employees an opportunity to discuss their reactions to the event, to normalize reactions, to provide education and coping skills for managing reactions, and to assist members 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. The response plan outlines the goals and objectives for all services, as well as the plan for follow-up. ***At additional cost to Company and only at Company's request***, the cost of a Level II Critical Incident response is \$195.00 per EAP Provider per hour. Additional fees may apply if a response is scheduled with less than 24 hours notice.

**i.** Company will be responsible for the cost of a Level II Critical Incident response if a notice to cancel is not provided to CuraLinc within 48 hours of the event.

**13. *At additional cost to Company and only at Company's request***, any additional onsite services will be provided for \$195.00 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 *one dollar and eleven cents (\$1.11)* per employee per month. ***The aforementioned price(s) will be guaranteed to the Company until December 31, 2023.***

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 invoices for additional services such as Topical Training sessions, Benefit Training sessions, and/or Critical Incident services are due thirty (30) days from the invoice date. 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 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. 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.

**Blount County**

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Sean Fogarty

Its:

Its: President and Chief Executive Officer

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*