Alliance Work Partners
A professional service of Workers Assistance Program, Inc.

PURCHASE OF SERVICES AGREEMENT

___ New  ___ Renewal

This PURCHASE OF SERVICES AGREEMENT, hereinafter Agreement, is executed on the ____ day of __________, 2015 by and between Alliance Work Partners, hereinafter AWP and Williamson County, hereinafter Company, and the parties do hereby covenant and agree as follows:

1. **PURCHASE OF SERVICES**: Company purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this Agreement and in the Exhibits below:
   a. **Description of Services** - See Exhibit I for a description of services purchased under this Agreement.
   b. **Fee Schedule and Conditions** - See Exhibit II for the cost of services to be provided by AWP to Company.

2. **TERM**: The Initial Term of this Agreement shall commence on November 1, 2015 and continue thereafter until October 31, 2016. At the end of the Initial Term, Company reserves the right to extend this Agreement, by mutual agreement of both parties, as it deems to be in the best interest of the Company. The extension may be negotiated if renewal indications are provided within Company’s timeframe which reflect renewal terms for the forthcoming year that are deemed by Company to be competitive with current market conditions. Any extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Agreement, including all extensions will not exceed a maximum combined period of sixty (60) months.

3. **LOCATION**: All training, consultation, professional and organizational development for Company personnel shall take place on premises provided by Company, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to Company eligible participants will be conducted at a convenient, appropriate AWP office or affiliate office accessible by the client and AWP staff.

4. **AMENDMENTS**: This Agreement may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.

5. **CONFIDENTIALITY**: AWP and Company agree not to use for any purpose other than the performance of this Agreement, or to disclose to others any

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confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its employees to treat as strictly confidential all information it has learned in the course of this Agreement, including any client identifiable information received pursuant to the client's consent.

6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

   Alliance Work Partners  
   2525 Wallingwood Drive, Building 5  
   Austin, Texas 78746  

   Williamson County  
   301 S.E. Inner Loop Suite 108  
   Georgetown, TX 78626

   Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date.

7. **ADDITIONAL TERMS:**

   a. **Termination for Convenience.** The Company may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to AWP. In the event of such termination, it is understood and agreed that only the amounts due to AWP for services provided to and including the date of termination, will be due and payable. No penalty will be assessed for Company's termination of this Agreement for convenience.

   b. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

   c. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed

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by the laws of the United States, this Agreement shall be governed by and
construed in accordance with the laws of the State of Texas, excluding, however,
it choice of law rules.

d. **Assignment.** No party to this Agreement may assign or transfer its interest in or
obligations under this Agreement without the prior written consent of all parties
to this Agreement.

e. **Compliance with Laws.** Each party to this Agreement shall comply with all
federal, state, and local laws, statutes, ordinances, rules and regulations, and the
orders and decrees of any courts or administrative bodies or tribunals in any
matter affecting the performance of this Agreement, including, without
limitation, Worker's Compensation laws, salary and wage statutes and
regulations, licensing laws and regulations. When required, AWP shall furnish
the Company with certification of compliance with said laws, statutes,
ordinances, rules, regulations, orders, and decrees above specified.

f. **Relationship of the Parties.** Each party to this Agreement, in the performance
of this Agreement, shall act in an individual capacity and not as agents,
employees, partners, joint ventures or associates of one another. The employees
or agents of one party shall not be deemed or construed to be the employees or
agents of the other party for any purposes whatsoever.

g. **Construction.** Each party to this Agreement acknowledges that it and its
counsel have reviewed this Agreement and that the normal rules of construction
are not applicable and there will be no presumption that any ambiguities will be
resolved against the drafting party in the interpretation of this Agreement.

h. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to
waive, modify or amend any legal defense available at law or in equity to
Company, its past or present officers, employees, or agents, nor to create any
legal rights or claim on behalf of any third party. Company does not waive,
modify, or alter to any extent whatsoever the availability of the defense of
governmental immunity under the laws of the State of Texas and of the United
States.

i. **Company's Right to Audit.** AWP agrees that Company or its duly authorized
representatives shall, until the expiration of three (3) years after final payment
under this Agreement, have access to and the right to examine and photocopy any
and all books, documents, papers and records of AWP which are directly
pertinent to the services to be performed under this Agreement for the purposes
of making audits, examinations, excerpts, and transcriptions. AWP agrees that
Company shall have access during normal working hours to all necessary AWP
facilities and shall be provided adequate and appropriate work space in order to
conduct audits in compliance with the provisions of this section. Company shall
give AWP reasonable advance notice of intended audits.

j. **Appropriation of Funds by Company.** Company believes it has sufficient
funds currently available and authorized for expenditure to finance the costs of
this Agreement. AWP understands and agrees that the Company's payment of
amounts under this Agreement is contingent on the Company receiving
appropriations or other expenditure authority sufficient to allow the Company, in
the exercise of reasonable administrative discretion, to continue to make
payments under this Agreement.

k. **Texas Public Information Act.** To the extent, if any, that any provision in this
Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the
"Public Information Act"), the same shall be of no force or effect. Furthermore,
it is expressly understood and agreed that Company, its officers and employees
may request advice, decisions and opinions of the Attorney General of the State
of Texas in regard to the application of the Public Information Act to any items

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or data furnished to Company as to whether or not the same are available to the public. It is further understood that Company's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Company, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Company by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ENTIRE Agreement: This Agreement constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this Agreement is amended in writing pursuant to the terms of Paragraph 4, above.

ALLIANCE WORK PARTNERS

Signature: ________________________________ Date: 10-26-15
Print Name: Scott J. Terres Title: VP of AWP

Company

Signature: ________________________________ Date: ________________________________
Print Name: ________________________________ Title: ________________________________

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Exhibit I

Description of Services

STANDARD SERVICES INCLUDED IN THIS Agreement

Subject to the terms and conditions described herein, AWP will provide, as needed:

1. **Unlimited Consultation including the development of policies and procedures.**

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

2. **Unlimited Critical Incident Stress Debriefings.**

Critical Incident Stress Debriefing (CISD) is provided on an unlimited and as-needed basis to relieve the stress and trauma induced by a crisis impacting the work group. Company, in conjunction with AWP will define what constitutes a crisis situation.

3. **Call Center services 24/7/365, provides unlimited Assessment and Referral services to employees and family members.**

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional EAP services or resources in the community. Our staff can conduct research on behalf of the caller and attempt to provide at least three (3) targeted referrals specific to the needs of the employee or eligible member.

4. **Case Management Services.**

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the individual client.

5. **Program orientations to supervisors and staff.**

Employee and Supervisor Program Orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing employee performance and retention when facing challenges.

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6. Promotional materials including brochures, wallet cards, posters and a monthly newsletter for employees and a monthly newsletter for supervisors.

Additionally, an orientation in either CD or online video-streaming formats is made available to all programs.

7. Personal, Professional Training and Onsite Services.

Up to sixteen (16) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be provided by AWP. Onsite training, webinar training, health fair participation, etc., not otherwise covered above, are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

**TRAINING REQUESTS & SCHEDULING:**

Generally, training requests require a minimum one (1) hour and five (5) participants per class. Any exemption request to the participant minimum must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result in a reduction in annual hours allotted for onsite services and training to COMPANY, or a $200 per hour fee be charged COMPANY, in an amount equal to the hours scheduled and then subsequently cancelled.

8. Short-term counseling services.

For each participant, up to six (6) sessions are provided per issue, per year for face-to-face or telephonic counseling for short-term problem resolution. Clients are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Clients may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the client will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the client may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer a client into their network for long-term therapy if more than six (6) sessions are necessary to address the presenting issue.

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All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

9. **Referrals to long-term treatment resources, if appropriate.**

AWP will refer clients to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the client. All fees charged by the long-term resources will be the responsibility of the client.

10. **Safe Ride Program.**

The Safe Ride Program can save lives. It encourages employees and their immediate family members, whose driving may become impaired while away from home, to call a cab. The process is simple and confidential - the employer will never know - and the cab fee is reimbursed by AWP. To promote healthy choices, the program may only be used up to three times. Clients using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one of our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the individual's ability to utilize Safe Ride will be reinstated.

11. **Appropriate statistical reporting subject to the restrictions under applicable laws relating to client confidentiality and privacy.**

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

12. **Law Access - legal and financial services.**

Legal and financial assistance is provided through LawAccess, by offering three (3) free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation.

13. **HelpNet - Online Services.**

*HelpNet* web-based services provide resource articles, tips, and tools on balancing work and family life, as well as a comprehensive wellness platform with a health risk and wellbeing assessment that instantly connects participants to the EAP and health coaches. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

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Exhibit II
Fee Schedule and Conditions

1. **CAPITATED RATE**: Payment shall be made by Company to AWP for all fee-for-services covered under this Agreement, including Exhibits and Addenda in accordance with Chapter 2251 of the Texas Government Code. Invoices shall be paid by Company within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Company in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Company's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Company shall notify AWP of the discrepancy. Following Company's notification of any discrepancy as to an invoice, AWP must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Company shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Company's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

The fee shall be $2.36 per employee, per month (PEPM) and shall be due as set forth above. The current rate is predicated on 1733 covered employees with the first month’s fee based upon the number of covered employees noted above.

Following the first month of service AWP will e-mail to Company, on a monthly basis, an ‘employee count’ request asking for a Company reporting of the number of employees covered for the requested month. All subsequent fees will be adjusted and invoiced monthly, based upon your reporting response to our e-mail ‘employee count’ requests. Any additional services, billed on a fee-for-service basis, shall be invoiced, due and payable in accordance with this provision.

Should Company not provide an e-mail response to AWP requests for the ‘employee count’ by the 5th of each month, AWP will invoice, and Company shall pay the AWP invoiced amount - based upon the last available ‘employee count’ AWP received. Company will make no adjustments or deductions to an AWP provided invoice resulting from lack of an e-mail response by Company. Any necessary invoice adjustments will be prepared by AWP and submitted to Company in the next subsequent billing cycle.

2. **RATE GUARANTEE**: Any rate escalation will be capped at 5% and AWP will provide thirty (30) days notice prior to any rate escalation. Fees are based on the

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headcount reported by Company. The headcount should include all active employees. Household members, dependents, retirees and terminated employees although covered, are not included in the headcount.

3. **Fee-for-Service Rates and Conditions:** Services billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for $150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

On-site counseling is available on a fee-for-service basis at the rate of $150.00 per hour plus travel expenses.

For services beyond the number of hours allotted in EXHIBIT I #7 of this AGREEMENT, the fee is $200 per hour plus travel expenses if applicable.

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are $200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result in either an adjustment to the annual hours allotted for onsite services and training to COMPANY, or a $200 per hour charge to COMPANY, in an amount equal to the hours scheduled and cancelled without the required advance notice.