

Alliance Work Partners
A professional service of Workers Assistance Program, Inc.
PURCHASE OF SERVICES AGREEMENT

New **Renewal**

DEFINITIONS:

- A. Eligible Participant means any employee of COMPANY who is included among the monthly head count on which the CAPITATED RATE is based, as well as any dependent living at the same residence of such an employee.
- B. Covered Services means the selection of services provided in this AGREEMENT in Exhibit I.
- C. "Employee" and Company Employee, whether or not capitalized and whether singular or plural, shall mean an employee or those employees of the COMPANY included among the monthly head count on which the CAPITATED RATE is based and who are eligible for the services provided by AWP pursuant to this Agreement.

ATTENTION SIGNATORY:

Initials are requested at the bottom of each page, however, a full signature in ENTIRE AGREEMENT section will be treated as agreement to all the terms in the exhibits and the basis for commencement of the contract.

This PURCHASE OF SERVICES AGREEMENT and attached Exhibits I and II, (hereinafter "AGREEMENT"), is executed on by and between Alliance Work Partners, (hereinafter "AWP") and City of Burluson, Tax I.D.# 75-6000475 (hereinafter "COMPANY"), (AWP and Company are hereinafter sometimes referred to collectively as the "parties" and individually as a "party," whether or not capitalized) 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 following Exhibits:
 - a. **Description of Services - Exhibit I.**
 - b. **Fee Schedule and Conditions - Exhibit II.**

- 2. **TERM:** This AGREEMENT shall commence, and services will begin on January 1, 2022 and shall automatically renew on the anniversary date each year, unless either party earlier terminates. This AGREEMENT can be terminated at any time by either party after providing to the other party advance notice of not less than 90 days of such termination. Notwithstanding the foregoing, AWP may terminate this AGREEMENT or suspend in total all obligations under PURCHASE OF SERVICES AGREEMENT immediately if any payment due pursuant to this AGREEMENT reaches 90 days past due. Services, if suspended, shall be reinstated in full upon confirmation and clearance of payment due for all past due amounts.

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3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY and/or Eligible Participants 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 Eligible Participants will be conducted at a convenient, appropriate AWP office or other office arranged by AWP that is accessible by the Eligible Participant and AWP service providers.
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 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 agents to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”) that may be generated in the provision of Covered Services.
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

The City of Burleson
141 West Renfro
Burleson, Tx. 76028-4261

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, or if emailed, specifically sent to am@alliancewp.com email address.

7. **ADDITIONAL TERMS:**

N/A

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8. **FORCE MAJEURE:** If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a "**Force Majeure Event**"), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

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.

Each of those executing this AGREEMENT warrants and represents that (s)he is authorized to bind his/her principal and execute this AGREEMENT in the capacity indicated.

ALLIANCE WORK PARTNERS

Signature: _____ Date: _____

Print Name: _____ Title: _____

COMPANY

Signature:  _____ Date: 09/07/21

Print Name: Bryan Langley Title: City Manager

AWP Initials: 

COMPANY Initials: 

Exhibit I
Description of Services

STANDARD SERVICES INCLUDED IN THIS AGREEMENT

Subject to the terms and conditions described herein, AWP will provide the following services:

1. Unlimited Consultation Including Assistance with 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. Critical Incident Stress Debriefings.

Critical Incident Response Categories

- A. Critical Incident Stress Debriefing (CISD): CISD is an included service at no additional charge, for Eligible Participants covered by this AGREEMENT, on the conditions provided in this paragraph A. CISD is a group intervention designed to relieve the stress and trauma induced by a crisis impacting the work group of employees included among Eligible Participants. There is no limit to the number of precipitating events for which CISD services may be requested. A maximum of Five (5) hours of scheduled group services shall be provided in connection with any one precipitating event. Hours requested beyond the five (5) hours included for each precipitating event are subject to additional cost per the terms and conditions provided in paragraph C of this Section 2. Services will be scheduled at a mutually agreeable time during the period between three and seven days after the request for service is received by AWP. COMPANY agrees that a minimum of five (5) Eligible Participants will be scheduled to participate in a scheduled debriefing. If fewer than five (5) Eligible Participants are present at the agreed upon scheduled start time, the scheduled services will be considered On-site Counseling services for which COMPANY will be charged according to the rates and conditions provided in paragraph C of this Section 2, whether or not an Eligible Participant elects to meet with the facilitator. If no Eligible Participants are present 15 minutes after the agreed upon scheduled start time, COMPANY will be charged the rate in accordance with the conditions applicable to On-site Counseling provided in paragraph C of this Section 2 for the duration of the scheduled time requested by COMPANY, and the facilitator shall then be free to leave. Services will be performed by qualified individuals, certified to conduct CISD services.
- B. Expedited Response: Expedited response (any request for service to occur less than 48 hours notification to AWP) is available at an additional charge to COMPANY. AWP will provide on-site crisis counselor(s) within 5 to 48 hours of notification of a traumatic event by COMPANY. Requests received after 3pm Central Time Monday through Friday, shall be arranged for the next business day. Services include informal

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outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental/emotional health, and make recommendations as needed. Face-to-face counseling or other support services may be arranged as needed. COMPANY agrees to pay an amount of \$300.00 per hour (two hours minimum required) for Expedited Response services, as well as \$200.00 per hour (one hour minimum required) for travel to Company's site by counselor(s). COMPANY agrees to pay for total time requested, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

- C. On-site Counseling/Grief Support: Formal one-on-one on-site counseling is available at an additional charge to COMPANY. AWP will provide one-on-one, on-site counseling for Eligible Participants of COMPANY, at a private and confidential location provided by COMPANY, upon request. Services scheduled to take place during normal business hours of 8am to 5pm, Monday through Friday, are charged at the rate of \$250.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. Requests by COMPANY for scheduled on-site counseling/grief support falling outside of the times listed above are charged at the rate of \$300.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. COMPANY agrees to pay for the total time requested and actual travel time, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

3. Call Center Services 24 / 7 / 365 Provide 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 AWP covered services or resources in the community. Our staff can conduct research on behalf of the Eligible Participant and attempt to provide at least three (3) targeted referrals specific to the needs of the Eligible Participant.

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 Eligible Participant.

5. Program Orientations to Supervisors and Staff.

Company 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 Company employee performance and retention when facing challenges.

6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.

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

7. Personal, Professional Training and Onsite Services.

Up to three - (3) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be

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provided by AWP. Onsite training, webinar training, health fair participation, etc., outside the maximum number of hours 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 Company 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) Company employees per class. Any exemption request to the minimum number of Company employees 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, at AWP's election, in either a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee will be charged COMPANY for the number of hours scheduled and then subsequently cancelled.

8. Short-term Counseling Services.

For each Eligible Participant, up to six (6) sessions are provided per issue, per year for face-to-face, video or telephonic counseling for short-term problem resolution. Eligible Participants are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Eligible Participants 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 Eligible Participant will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the Eligible Participant may see the same counselor again.

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

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 Eligible Participants 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 Eligible Participant. All fees charged by the long-term resources will be the responsibility of the Eligible Participant.

10. Safe Ride Program.

The Safe Ride Program can save lives. It encourages Eligible Participants whose driving may become impaired while away from home, to call a cab or ride share service. The process is simple and confidential - the COMPANY will never know - and the cab fee is

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reimbursed by AWP. **Reimbursement requires documented receipt of one-way travel and is for cab fare only, not to include tips, surge fees, wait times, tolls or any other charge other than the fare, up to \$50 per eligible use.** To promote healthy choices, the program may only be used up to three times by an Eligible Participant. An Eligible Participant 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 our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the Eligible Participant'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. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided to Eligible Participants through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

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 Eligible 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.

14. U.S. Department of Transportation SAP Services Included Not Included

This includes referrals to our national network of Substance Abuse Professionals (SAPs) who meet U.S. DOT's criteria for performing all required SAP duties through AWP's turnkey coordination of SAP and case management services.

15. WellCoach Included Not Included

WellCoach delivers preventive health and complimentary care, coaching and educational services to encourage Eligible Participants to become and remain healthy. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

16. Work-Life Premium Included Not Included

Work/Life Premium offers personalized research by work/life specialists who gather and research information on a variety of services from child and elder care to academic and convenience services. Research is based on the client's specified criteria after the initial request is placed.

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17. **Nurse Support** Included Not Included

Nurse Support provides 24-hour access to healthcare information and assists users in making more educated decisions about their care, which encourages using healthcare resources more judiciously.

18. **PTX** Included Not Included

PTX is an online Postural Therapy exercise “engine”, accessible from any computer, tablet, or phone. After completing a simple interactive questionnaire, the intelligence system carefully selects approximately 10 gentle postural strengthening exercises from a library of 1,000 - and puts them in correct sequence with the right sets & reps or time for the individual’s needs. Instructional videos guide the user throughout this at-home program, without the need for any special equipment. Among the many benefits of PTX is its low cost and best in class approach to lowering the risk of Opioid abuse or addiction.

Exhibit II Fee Schedule and Conditions

1. **CAPITATED RATE:** Payment shall be made monthly by COMPANY to AWP for all fee-for-services covered under this AGREEMENT as may be amended. The fee shall be \$ 1.97 REPM) and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on 344 Company employees.

Following the first month of service AWP will e-mail to COMPANY, on a monthly basis, an ‘employee count’ request asking for a COMPANY report of the number of Company employees for the requested month. All subsequent fees will be adjusted and invoiced monthly, based upon changes in the number of Company employees indicated in a response to a request for an employee count. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

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 not be entitled to any reduction in a monthly fee based on a reduced number of Company employees if the employee count is not timely provided by COMPANY for the applicable month. Any necessary invoice adjustments based on a change in employee count timely provided by COMPANY will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle. If an ‘employee count’ is later confirmed to be greater than the employee count used in invoicing for any month, the amount owing for each such affected month shall be adjusted, as applicable, and any such increased amount owing for such month(s) shall be invoiced by AWP and payable within 30 days of the date of invoice.

2. **RATE GUARANTEE:** AWP will provide a 2 Year rate guarantee from January 1, 2022 through December 31, 2023 . AWP will provide thirty (30) days’ notice prior to any rate escalation. Fees are based on the employee count reported by COMPANY. The employee count should include all active COMPANY employees. Household members sharing the same address as a COMPANY employee, dependents (spouses and children through age 26), retirees and terminated employees although covered, are not included in the

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employee count. Notwithstanding the foregoing, a terminated employee shall: (i) be an Eligible Participant for only six (6) months after the last date of employment with the COMPANY, and (ii) shall be eligible for one session for the purpose of assessment and referral to a third-party provider during the period six (6) month to one year after the last date of employment with the COMPANY.

3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services, not otherwise specified, 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 (unrelated to Critical Incident Response Categories above) 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 for Personal, Professional Training and Onsite Services in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus travel expenses if applicable (distance calculated to be 50 miles or greater based on CUSTOMER service address provided and AWP originating office).

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.

Except as otherwise provided in this Agreement with regard to Critical Incident Response Categories, 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, at AWP's election, in either an adjustment to the maximum annual hours for the same onsite services or training, or a \$200 per hour charge to COMPANY in an amount equal to the hours scheduled and cancelled without the required advance notice.

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