

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

_____ New X Renewal

This PURCHASE OF SERVICES AGREEMENT, hereinafter AGREEMENT, is executed on the 7th day of July, 2020 by and between Alliance Work Partners, hereinafter AWP and City of Manor, Tax I.D.# 74-1664745 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:** This AGREEMENT shall commence, and services will begin on **December 1st, 2020** and is self-renewing each year, unless either party provides written notice of termination. This AGREEMENT can be terminated by either party upon a ninety (90) day written notice. AWP reserves the right to cancel services immediately due to delinquent payments of 90 days or more.

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 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:

AWP Initials: _____ COMPANY Initials:

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

City of Manor
105 E. Eggleston St.
Manor, TX 78653

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:** Not applicable

AWP initials: _____ COMPANY initials: _____

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.

Signature below, and initialing throughout the agreement, indicates that signer is an **Authorized Signatory** with the ability and authority to commit monies and resources to satisfy this legally binding contract agreement on behalf of authorizing Customer/Company/Organization, for the term of the contract.

Authorized Signatory: Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.

ALLIANCE WORK PARTNERS

Signature: _____ Date: _____

Print Name: _____ Title: _____

COMPANY

Signature: _____ Date: _____

Print Name: _____ Title: _____

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, 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.

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.

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Up to zero (0) 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.

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)

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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 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. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided 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 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.

Exhibit II
Fee Schedule and Conditions

1. **FLAT RATE:** Payment shall be made annually by COMPANY to AWP for all fee-for-services covered under this AGREEMENT, including Exhibits and Addenda. The flat rate shall total **\$1,998.00** per year, and shall be due annually within thirty (30) days of the date of the AWP invoice. The current rate is predicated on **67** covered employees with the first year's fee based upon the number of covered employees noted above.

Following the first year of service AWP will e-mail to COMPANY, on an annual basis, an 'employee count' request asking for a COMPANY reporting of the number of employees covered for the requested year. All subsequent fees will be adjusted and invoiced annually, based upon your reporting response to our e-mail 'employee count' requests. 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' within 5 days of the request, 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:** AWP will provide thirty (30) days notice prior to any rate escalation. Fees are based on the 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.

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**Exhibit III
Optional Services**

VALUE ADDED SERVICES INCLUDED IN THIS AGREEMENT

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

1. WellCoach

WellCoach delivers preventive health and complementary care coaching and educational services to encourage employees and their families to become and remain healthy, helping to contain healthcare costs.

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COMPANY Initials:

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