

**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 17<sup>th</sup> day of August, 2015 by and between Alliance Work Partners, hereinafter AWP and Texas Board of Architectural Examiners, 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 **September 1<sup>st</sup>, 2015** 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.

AWP Initials



COMPANY Initials



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

Texas Board of Architectural Examiners  
333 Guadalupe, Ste 2-350  
Austin, TX 78701

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:**

See Exhibit III

AWP initials: ST

COMPANY initials: [Signature]

**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: [Signature]

Date: 8/26-15

Print Name: Scott J. Terres

Title: VP of AWP

**COMPANY**

Signature: [Signature]

Date: 8/25/15

Print Name: Julie Hildebrand

Title: Executive Director

AWP Initials: ST

COMPANY Initials: [Signature]

**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 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.

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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. 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.

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**Exhibit II**  
**Fee Schedule and Conditions**

1. **CAPITATED RATE:** Payment shall be made quarterly by COMPANY to AWP for all fee-for-services covered under this AGREEMENT, including Exhibits and Addenda. The fee shall be **\$2.25** per employee, per month (PEPM) and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on **19** covered employees with the first quarter's fee based upon the number of covered employees noted above.

Following the first quarter of service AWP will e-mail to COMPANY, on a quarterly basis, an 'employee count' request asking for a COMPANY reporting of the number of employees covered for the requested quarter. All subsequent fees will be adjusted and invoiced quarterly, 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

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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.

### **Exhibit III AWP Certifications**

A. **Delinquent Child Support Obligations. Under Section 231.006 of the Texas**

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Family Code, AWP certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

B. Prohibited Bids and Agreements. Under Section 2155.004 of the Texas Government Code (relating to prohibited bids and agreements), AWP, by signing this Agreement, certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

C. Buy Texas. With respect to all services, if any, purchased pursuant to this Agreement, the AWP represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

D. Gift to Public Servant. AWP warrants that it has not given, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Agreement.

E. Corporate Franchise Tax. By signing this Agreement, AWP certifies that its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax.

F. Debt to State. AWP acknowledges and agrees that, to the extent AWP owes any debt or delinquent taxes to the State of Texas, any payments AWP are owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes AWP owes the State of Texas until the debt or delinquent taxes are paid in full.

G. Convictions or Other Wrongdoing Related to Disaster Relief. Under Sections 2155.006 and 2261.053, Government Code, AWP certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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## Katherine Crain

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**From:** Sarah Hernandez <shernandez@alliancewp.com>  
**Sent:** Friday, August 26, 2016 2:56 PM  
**To:** Katherine Crain  
**Cc:** Nicola Leach  
**Subject:** Re: TBAE: EAP Renewal- thank you

Hello Katherine,

Wonderful! We are honored to continue to serve the employees and their family/household members of the Texas Board of Architectural Examiners.

As always, if I can assist you in anything else, please do not hesitate to contact me. I am only a phone call or email away.

Have a great day,  
Sarah Hernandez, BSW  
Account Specialist  
shernandez@alliancewp.com  
Office 512-343-9595 ext. 335  
Work cell 512-797-9762

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**From:** Katherine Crain <katherine.crain@tbae.state.tx.us>  
**Sent:** Friday, August 26, 2016 2:23 PM  
**To:** Sarah Hernandez  
**Cc:** Nicola Leach  
**Subject:** RE: TBAE: Renewal of EAP Services Contract -9/1/16

Hello Sarah,

Thank you for your email. I spoke with the Executive Director and General Counsel and the Texas Board of Architectural Examiners would like to renew the contract that we currently have with your company with the same terms as last year.

Please let me know if there is anything I need to do on my end regarding this matter.

Thank you and have a nice weekend!  
Best regards,

Katherine Crain  
Paralegal/Public Information Officer/Records Management Officer  
**Texas Board of Architectural Examiners**  
Architecture/Interior Design/Landscape Architecture  
(512) 305-9040  
(512) 305-8900 (fax)  
[www.tbae.state.tx.us](http://www.tbae.state.tx.us)

It is the mission of TBAE to ensure a safe built environment for Texas by regulating the professions of architecture, landscape architecture and interior design. Please join our list-serve and receive updates via email regarding your profession: <http://www.tbae.state.tx.us/listserve/>

**Please consider the environment before printing this e-mail.**

**From:** Sarah Hernandez [mailto:shernandez@alliancewp.com]

**Sent:** Monday, August 22, 2016 3:53 PM

**To:** Katherine Crain <katherine.crain@tbae.state.tx.us>

**Cc:** Nicola Leach <nleach@alliancewp.com>

**Subject:** TBAE: Renewal of EAP Services Contract -9/1/16

Greetings Katherine:

I hope you are having a good day. I wanted to take this opportunity to introduce myself as your new Account Specialist.

I understand you would like to be forwarded an e-mail communication regarding your renewal of EAP Services, which is expected to begin as of 9/1/2016.

Below, you will find the original e-mail communication for your convenience.

Please feel free to contact me if you have any questions or requests.

Have a good day,  
Sarah Hernandez, BSW  
Account Specialist  
[shernandez@alliancewp.com](mailto:shernandez@alliancewp.com)  
Office 512-343-9595 ext. 335  
Work cell 512-797-9762

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Good Morning Katherine,

I am pleased to provide you with a quote for continuation of EAP Services with Texas Board of Architectural Examiners beginning 09/01/2016.

Currently, Texas Board of Architectural Examiners has the following EAP Services for a PEPM of \$2.25:  
1-6 Session Model (per person, per problem, per year)

Law Access  
HelpNet  
WorkLife  
SafeRide

**There is no change to the PEPM, and the rate for 09/01/16 - 08/31/17 will remain \$2.25 PEPM.**

Your utilization in FY15 is at 5.26%. In reviewing utilization over the past few years, awareness and use remains solid among your employees. This is outstanding.

FY14 ' 7.04%

**Please confirm receipt and acceptance so we can complete our renewal.**

Should you need supplies, have questions or are not receiving your monthly newsletters / webcast announcements please email [am@alliancewp.com](mailto:am@alliancewp.com).

We look forward to another successful year partnering with Texas Board of Architectural Examiners.  
Have a great day!