

**Agreement for Services Provided for FY 2009-2010  
Williamson County Wellness Program  
by the  
Williamson County & Cities Health District**

THIS AGREEMENT is made and entered into effective this 1<sup>st</sup> day of October, 2009, by and between Williamson County, sponsored by the Williamson County Human Resources Department, (hereinafter CLIENT) and The Williamson County & Cities Health District (hereinafter PROVIDER).

WHEREAS, PROVIDER has expertise in the area of services required by CLIENT and is willing to provide such services to CLIENT under the following terms and conditions:

**1. DESCRIPTION OF SERVICES**

PROVIDER shall provide CLIENT with the following services for the benefit of CLIENT'S employees (PARTICIPANTS):

*"Beat the Pack"* is a tobacco cessation program designed for the worksite. The program offers a step by step guide to help individuals quit smoking. It contains all the information needed to promote and instruct the program.

PROVIDER will offer a total of 3 series with 7 sessions each throughout the year. Three of the sessions will be provided by the Williamson County Employee Assistance Program. For the sessions to be effective a limit of 10-12 PARTICIPANTS will be allowed for each class. PROVIDER will follow up every week to remind PARTICIPANTS of next class and to check on their progress of quitting smoking.

After completion of the program and with permission from the PARTICIPANTS, PROVIDER staff will follow up with individuals every three months for up to one year from the time they began the program to track progress.

**2. FEES**

- A. CLIENT shall pay PROVIDER a fee of \$2,272 per month for a maximum of \$27,264 per year.
- B. CLIENT shall pay PROVIDER for services submitted by the 10<sup>th</sup> of the month following the month for which services are being billed.

**3. TERM**

- A. The Wellness Services under this agreement shall become effective on October 1, 2009, and the obligations hereunder shall continue unless sooner terminated pursuant to the terms of this Agreement, until September 30, 2010.
- B. Contract renewal shall be negotiated at least 30 days prior to the expiration of the effective date of this agreement. Renewal is contingent upon review and approval by the Benefits Committee

**4. TERMINATION**

- A. Either party may terminate this Agreement with or without good cause at any time by giving the other party at least thirty (30) days prior written notice of such termination. In the event of such termination for convenience, it is understood and agreed that only the amounts due to PROVIDER for services provided to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Agreement for convenience.
- B. In addition, if PROVIDER shall fail to provide reasonably faithful service with due attention to any service required hereunder, CLIENT may, at its discretion and without prejudice to any legal rights or remedy, immediately terminate this Agreement or the services furnished hereunder.

**5. MISCELLANEOUS**

CLIENT shall have the right to control or direct the details, manner and means by which PROVIDER accomplishes the results of the services performed hereunder.

- A. All activities and services provided by PROVIDER shall be coordinated through the Williamson County Human Resources Department with final approval from CLIENT prior to implementation and completion by PROVIDER.
- B. Reporting, analysis and evaluation of data shall be submitted to CLIENT by PROVIDER with recommendations for further action.
- C. PROVIDER shall submit annual reporting of results to CLIENT with suggestions and proposal for future programs and services.
- D. All programs and services by PROVIDER to be made available to PARTICIPANTS at all locations to ensure non-discriminatory practices in the Williamson County Wellness Program.
- E. 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.
- F. PROVIDER agrees that CLIENT 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that CLIENT shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CLIENT shall give PROVIDER reasonable advance notice of intended audits.
- G. CLIENT believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the CLIENT's payment of amounts under this Agreement is contingent on the CLIENT receiving appropriations or other expenditure authority sufficient to allow the CLIENT, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- H. This Agreement is the entire agreement of the parties with respect to Wellness Services and supersedes any oral or written proposals or agreements made before and contemporaneous to this Agreement. Any change(s) to this contract shall be in writing in the form of an amendment mutually agreed upon and duly executed by representatives of both CLIENT and PROVIDER. Changes will be implemented within 30 days upon receipt of an executed amendment.

Williamson County Wellness Program:  
(Sponsored by the Williamson County)

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

9-19-09  
\_\_\_\_\_  
Date

Williamson County & Cities Health District:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date