

**Agreement for Services Provided for FY 2012-2013  
Williamson County Employee Benefits Program  
by the  
Williamson County & Cities Health District**

THIS AGREEMENT is made and entered into effective this 2<sup>nd</sup> day of October, 2012, by and between The Williamson County Employee Benefits Program, 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 using tobacco. It contains all of the information needed to promote and instruct the program.

Should a scheduled *Beat the Pack* series not be held due to lack of participation, PROVIDER shall offer an alternate wellness related service.

WCCHD will offer a total of 3 series with 7 sessions each throughout the year. For the sessions to be effective a limit of 10-12 participants will be allowed for each class. WCCHD will follow up every week to remind participant of next class and to check on their progress.

After completion of the program and with permission from the participant, WCCHD 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 2, 2012, and the obligations hereunder shall continue unless sooner terminated pursuant to the terms of this Agreement until September 30, 2013.
- 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 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. INDEMNIFICATION**

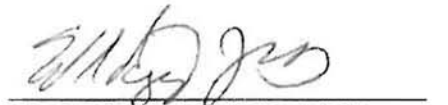
- A. The parties mutually agree to defend, indemnify and hold harmless each other from any claim, demand, damage, loss, action, suit or judgment arising out of, or relating to, such party's respective obligations hereunder.

**6. MISCELLANEOUS**

- A. 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.
- B. All activities and services provided by PROVIDER shall be coordinated through the Human Resources Department with final approval from CLIENT prior to implementation and completion by PROVIDER.
- C. Reporting, analysis and evaluation of data to be submitted to CLIENT by PROVIDER with recommendations for further action.
- D. PROVIDER shall submit annual reporting of results to CLIENT with suggestions and proposal for future programs and services.
- E. All programs and services by PROVIDER to be made available to PARTICIPANTS at all locations to ensure non-discriminatory practices in the Williamson County Employee Benefits Program.
- F. 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.

  
Dan Gattis  
Williamson County Judge

10-05-2012  
Date

  
W. S. Riggins, Jr., MD, MPH  
Executive Director/Health Authority

27 Sep 2012  
Date