

CITY COUNCIL MEETING
NOVEMBER 4, 1987

RENEWAL OF CONTRACT
WITH THE FAMILY
SERVICE AGENCY
APPROVED FOR AN
EMPLOYEE ASSISTANCE
PROGRAM

CC-6
CC-90

Council approved the renewal of the contract with the Family Service Agency for an employee assistance program and authorized the City Manager and City Clerk to execute the contract on behalf of the City.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL	COUNCIL MEETING DATE	NO.
FROM: THE CITY MANAGER'S OFFICE	November 4, 1987	
SUBJECT: APPROVE RENEWAL OF CONTRACT WITH THE FAMILY SERVICE AGENCY FOR AN EMPLOYEE ASSISTANCE PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY		

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: Council authorize the City Manager to execute the attached contract with the Family Service Agency to continue our Employee Assistance Program. The period of the contract is October 1, 1987 through September 30, 1988.

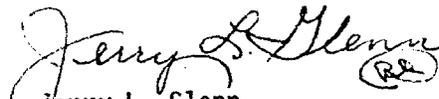
BACKGROUND INFORMATION: A number of years ago the City of Lodi entered into a program to provide crisis counseling for our employees and their families.

It is hard to measure the specific results of the program in dollars and cents. It has provided a relief value to some sticky situations. It is a program that we would not like to terminate.

The cost of the program is \$5.13 per month per employee. Funds for this program are budgeted in the Workers' Compensation Fund.

It is strongly recommended Council approve continuation of this program.

Respectfully submitted,


Jerry L. Glenn
Assistant City Manager

JLG:br

Attachment

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CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
DAVID M. HINCHMAN
J. MES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
TELECOPIER: (209) 333-6795

THOMAS A. PETERSON
City Manager
ALICE M. REIMCHE
City Clerk
RONALD M. STEIN
City Attorney

November 11, 1987

Mr. Richard A. Steinmetz, LCSW
Executive Director
Family Service Agency
1130 North San Joaquin Street
Stockton, CA 95202

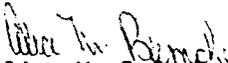
Dear Mr. Steinmetz:

Enclosed herewith please find two copies of Agreement between the Family Service Agency and the City of Lodi covering the period of October 1, 1987 through September 20, 1988.

Please execute and return both copies at your earliest convenience. A fully executed copy will be returned to you.

If you have any questions, please do not hesitate to call this office.

Very truly yours,


Alice M. Reimche
City Clerk

AMR:jj
Enc.

October 6, 1987

OCT 12 '87
City Manager's Office

Mr. William Hinkle
Personnel Officer
City of Lodi
P.O. Box 320
Lodi, CA 95241

Dear Bill:

I am again pleased to enclose the twelve-month statistical survey of our Employee Assistance Program contract with City of Lodi from October 1, 1986 through September 30, 1987. The statistics continue to reflect a large number of Lodi employees utilizing this service.

The program seems to be accepted and used by all departments of City of Lodi and, while this does not specifically appear on the statistics, by all levels of personnel. Interestingly enough, requests for help with problems of children and/or teenagers increased considerably this past year, as did requests for help for anxiety feelings and/or mood shifts. The requests for service for very specific personal problems, such as anxiety feelings, suggests to me that people are trusting the program and are willing to come for help for themselves. This is indeed very positive.

This past year's contract between City of Lodi and Family Service Agency specifies a maximum of 40 hours per month for total services. Family Service Agency staff has been averaging 40.05 hours per month for services provided. Of the total hours provided, 284.25 were for direct counseling sessions, while the additional 196.25 hours were for indirect services including orientation meetings with employees, consultations with City department heads and supervisory staff, telephone consultations and referrals, preparation of informative materials for City employees, and administration. The average number of counseling sessions for each employee was 5.8 interviews.

We have continued to be very available for any crisis situations which arise. We have also continued to talk with persons who are requesting services which can best be provided elsewhere, such as family planning, educational resources, alcohol programs, etc.



Mr. William Hinkle
Personnel Officer
City of Lodi
October 6, 1987
Page Two

With few exceptions, service for our Employee Assistance contract with you is provided in the Family Service Agency office at 303 South Pleasant Avenue in Lodi. Clients are seen during work hours, lunch hours, and also evening hours. We continue to provide service in both English and Spanish.

Throughout the four years this contract has been in existence, we have enjoyed this contract with you. Apparently the majority of City of Lodi employees are aware of the benefits of the program. We especially enjoy the very trusting relationship we have with your administrative and supervisory staff and have appreciated our being asked to be available to supervisory and managerial personnel who consult with us over potential difficult situations in the work place.

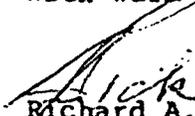
The four years of the program have shown the benefit available for City of Lodi. We continue to expect employees and dependents will utilize this service in the year to come.

In our contract for the coming year, Family Service Agency would prefer to continue with the maximum of forty hours per month for total services, unless you would prefer to increase the time spent. On the assumption of the same time spent, the only increase to the total contract would be a 7% cost-of-living adjustment, which is in line with our Agency personnel salary adjustments. This increases the total contract beginning October 1, 1987 to \$22,080.00.

Thank you again for continuing your contract with us. We enjoy working with your employees, as well as having such a good working relationship with so many of your referring staff. We hope that City of Lodi finds this relationship as satisfying as we do.

I will be pleased to meet with you or other members of the administrative staff to further discuss the program.

With warm wishes,


Richard A. Steinmetz, LCSW
Executive Director

RAS/jlc
Enclosures

cc Thomas A. Peterson, City Manager
Jerry L. Glenn, Assistant City Manager
Ronald Stein, City Attorney

F A M I L Y S E R V I C E A G E N C Y

1130 North San Joaquin Street, Stockton, California 95202 (209) 948-2354

**CITY OF LODI
EMPLOYEE ASSISTANCE PROGRAM
Service Statistics October 1, 1986 through September 30, 1987**

The following is a breakdown of service provided to the City of Lodi Employee Assistance Program for the initial program year of the contract:

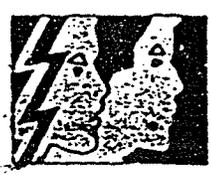
Total Number of Clients utilizing service	<u>49</u>	Individuals
City of Lodi Employee	<u>22</u>	
City of Lodi Employee Family-member	<u>27</u>	

City of Lodi Employee Department Breakdown for utilization of service:

Administration	<u>1</u>
Finance	<u>6</u>
Fire	<u>1</u>
Police	<u>5</u>
Public Works	<u>5</u>
Utility	<u>0</u>
Parks & Recreation	<u>2</u>
Community Development	<u>2</u>
TOTAL:	22 Employees

Request for counseling services according to initial problems stated.
(Client may have requested assistance with more than one concern.)

1. Marriage and Family	<u>12</u>
2. Problems with children and/or teenagers	<u>18</u>
3. Job, Career or School	<u>7</u>
4. Divorce	<u>9</u>
5. Anxiety Feeling and/or Mood Shifts	<u>12</u>
6. Depression, Loneliness and General Insecurity	<u>3</u>
7. Sexual Concerns	<u>0</u>
8. Alcohol and Drug Abuse	<u>2</u>
9. Aging--Parent/Self	<u>0</u>
10. Adjustment to Physical Handicaps	<u>0</u>
11. Life Cycle Crisis--Adolescence, Middle Age, Retirement	<u>1</u>
12. Financial	<u>1</u>
TOTAL	64



CITY OF LODI
EMPLOYEE ASSISTANCE PROGRAM
10/01/86 through 9/30/87
Page two

Total number of hours of direct counseling sessions provided during the contract year	<u>284.25</u>
Average number of hours of direct counseling services per month	<u>23.7</u>
Total number of hours of indirect services provided during contract year (including program orientation with City department heads and employees; consultation; and administrative services)	<u>196.25</u>
Average number of hours of indirect services provided per month	<u>16.4</u>
Total Staff Hours	<u>480.5</u>
Average number of counseling sessions per client	<u>5.8</u>
Total Staff average hours per month	<u>40.05</u>
Number of Clients gone on to long term therapy	<u>6</u>

CITY OF LODI
EMPLOYEE ASSISTANCE PROGRAM
Service Statistics

The following is a breakdown of service provided to the City of Lodi Employee Assistance Program for the last 3 years of the contract:

	<u>10/84-9/85</u>	<u>10/85-9/86</u>	<u>10/86-9/87</u>	<u>%</u>
Total Number of Clients utilizing the service	35	48	49	+ 2%
City of Lodi Employee	14	24	22	+ 8%
City of Lodi Family Member	22	23	27	+ 15%

City of Lodi Employee Department Breakdown for utilization of service:

Administration	1	2	1	- 50%
Community Development	0	0	2	+100%
Finance	3	4	6	+ 33%
Fire	1	3	1	- 67%
Library	1	0	0	-----
Police	3	9	5	- 44%
Parks & Recreation	1	0	2	+100%
Public Works	2	4	5	+ 20%
Utility	2	2	0	-100%

Request for counseling services according to initial problems stated.

1. Marriage and Family	18	28	12	- 57%
2. Problems with children and/or Teenagers	14	3	18	+ 83%
3. Job, Career or School	7	0	7	+100%
4. Divorce	0	0	9	+100%
5. Anxiety Feelings and/or Mood Shifts	6	2	12	+ 83%
6. Depression, Loneliness and Gen. Insecurity	9	3	3	-----
7. Sexual Concerns	5	1	0	-100%
8. Alcohol & Drug Abuse	3	6	2	- 67%
9. Adjustment to Physical Handicaps	1	0	0	-----
10. Aging--Parent/Self	0	0	0	-----
11. Life Cycle Crisis--Adolescence, Middle Age, Retirement	11	8	1	- 87%
12. Financial	0	2	0	-100%

Number of Men and Women utilizing the services:

Men	19	27	27	-----
Women	17	21	22	+ 4%

CITY OF LODI
Employee Assistance Program
Service Statistics
Page 2

	<u>10/84-9/85</u>	<u>10/85-9/86</u>	<u>10/86-9/87</u>	<u>%</u>
Average number of counseling sessions per client	6.24	6.60	5.80	- 12%

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of October,
1987, by and between the CITY OF LODI, a municipal corporation, with
its principal place of business at 221 West Pine Street, Lodi, California
95240, hereinafter "LODI", and FAMILY SERVICE AGENCY, INC., a non-profit
corporation registered with the Franchise Tax Board of the State of
California, with its principal place of business at 1130 North San Joaquin
Street, Stockton, California 95202, hereinafter "AGENCY".

WHEREAS, LODI desires to extend to its employees certain services
which AGENCY can provide; and,

WHEREAS, AGENCY represents that it is equipped, staffed and prepared
to provide these services, and that it is staffed with persons who have
expertise in dealing with potentially disabling emotional and family
problems related to job or career, alcohol and drug abuse, marriage and
family, children's problems at home or at school, teens with family and
friends, divorce, anxiety feelings, sexual concerns, depression and
loneliness, general insecurity, aging-parent/self, and preparation for
retirement;

NOW, THEREFORE, in consideration of the mutual representation,
promises or covenants contained herein, LODI and AGENCY agree as follows:

1. Services: AGENCY agrees to provide services as follows:

(a) AGENCY will provide on as needed basis thirty (30) unit
hours of awareness training for LODI personnel. The purpose of this
education will be to "define" what constitutes a troubled employee; the
kinds of personal and family problems which may, if unattended, become

disabling or create problems on the job; how to make a referral; and familiarizing employees with how this counseling program can help the troubled employee who, when helped with personal and family problems, can possibly be more effective on the job.

Special awareness training will be provided to supervisory and managerial personnel focusing on recognizing how family-related and personal problems adversely affect an employee's work performance.

(b) AGENCY will accept referrals for counseling of any LODI employee, said referrals generally to be made by employee's department head, supervisor, or by the director of personnel services. Employees and/or their legally recognized dependents may refer themselves to AGENCY.

(c) AGENCY will provide up to eight (8) unit hours of counseling interviews with the employee and/or his eligible dependents for diagnosis, assessment, short-term treatment, and referral whenever longer-term counseling and/or possible psychiatric service is indicated. Counseling interviews may be with an individual or with a family unit or couple.

Eligible dependents are defined as an employee's wife or husband and an employee's unmarried children within the age limits below (including stepchildren, foster children or any other children living with employee in a regular parent-child relationship) if (1) they are supported by employee, (2) they are eligible under the City of Lodi Pacific Mutual Life Insurance Company Group Insurance Policy only as dependents, (3) they are not covered under said Group Insurance Policy as another person's dependents, and (4) they are not on active duty in any armed forces.

Age Limits for Children: under 19 years, but extended to 23 years for full time students.

A full time student is a dependent child who attends a high school, college or university or vocational, technical or trade school on a full time basis.

Handicapped Dependents: A covered dependent child, who is incapable of self-sustaining employment because of mental retardation or physical handicap and is chiefly dependent upon employee for support, will not have his medical coverage terminated under said Group Insurance Policy because he has reached the maximum age limit.

The Personnel Director of LODI shall have the final determination of eligibility.

(d) AGENCY will respond immediately to referrals of LODI employees when there is the potential of emotional trauma because of a job related emergency. For example, this crisis intervention would be available to the police or fire department when the employee's action on duty has resulted in critical injury to the employee or critical injury or death to another person.

(e) If a referral is made away from AGENCY following the eight (8) unit hours provided by LODI, such referral will be made to an agency or person who is licensed and who provides quality mental health services. Whether continuing with AGENCY or receiving service from another licensed mental health professional, the employee may utilize the health insurance benefits provided to employees by LODI and/or personal funds in payment of fees.

(f) AGENCY, if requested by LODI, would set up and conduct a maximum of four (4) seminars and/or workshops useful within certain City offices, such as a workshop on stress management.

(g) AGENCY will be available for consultation to supervisory and management personnel who are concerned about an employee's problems on the job and who are attempting to handle the problem directly with the employee. In other words, referral for counseling with AGENCY may not be indicated at this point in time, but the supervisory or managerial personnel may wish consultation to be better able to handle the employee's problems on the job.

(h) AGENCY will provide counseling service as much as possible in the AGENCY office in Lodi, currently located at 303 South Pleasant Avenue. If it is more convenient, or if the employee prefers, the employee may be counseled in the office of AGENCY in Stockton, which is located at 1130 North San Joaquin Street.

(i) AGENCY will provide service to employee and/or dependents in English or in Spanish, if, in fact, Spanish is the language of choice for the employee.

2. All services rendered under this Agreement shall be provided in a manner consistent with the National Association of Social Workers' Code of Ethics, as contained in Exhibit "A".

3. Term: The term of this Agreement shall commence October 1, 1987 and end September 30, 1988, unless earlier terminated as hereinafter provided.

4. Renewal: This Agreement may be renewed for periods of one (1) year by written notice (letter) from LODI to AGENCY and written reply from AGENCY to LODI. Any changes in terms of the Agreement, including payment for services, will be clearly stated in the written notice and reply.

5. Termination: Notwithstanding any other clause in this Agreement, this Agreement and any extensions thereof may be terminated by either party by thirty (30) days notice of intention to terminate.

6. Payment for Services: LODI shall pay the following amounts:

(a) LODI will pay for this service based on a formula of a monthly payment for each authorized employee.

The LODI Personnel Status Report of each month showing authorized positions will be used to determine the eligible employee untis. LODI will pay \$5.13 per month for each employee. The total contract amount will not be in excess of twenty-two thousand eighty dollars (\$22,080.00).

(b) This amount will cover payment for counseling services to employees and dependents; awareness training and interpretation of service for employees; consultation with management and supervisory personnel; or coordinating seminars.

(c) LODI will pay no fee to AGENCY for any interview beyond the eight (8) interviews allowed employee and/or dependent through the terms of this Agreement.

(d) Payment to AGENCY by LODI will be made monthly after receipt of billings from AGENCY on claim forms designated for this purpose.

Format or other necessary changes may be made by the AGENCY or LODI as needed. All billings shall clearly reflect, and in reasonable detail, give information regarding the service for which claim is made.

Identification of clients in billings shall be made by code and not by name in order to preserve the confidentiality of the names of clients. Billings shall be made and forwarded to LODI within five (5) days after the end of each calendar month. Payment shall be forwarded to AGENCY prior to the fifteenth (15th) day of the same month that billing is received.

(e) LODI guarantees to AGENCY a maximum payment of twenty-two thousand eighty dollars (\$22,080.00) or one thousand eight hundred forty dollars (\$1,840.00) per month for the twelve (12) month term of this Agreement.

7. Eligibility: Client eligibility shall be verified and determined through contact with a delegated person at LODI who is responsible for validating eligibility. This person would also verify the eligibility of any self-referred employees of LODI.

8. Confidentiality: The names and identity of any employee who receives services under the terms of this contract shall be kept confidential and shall not be revealed to anyone except as otherwise provided under clause seven (7) above or clause nine-D (9[d]) below.

9. Records:

(a) Case Records. AGENCY shall maintain adequate case records on each individual client which shall include diagnostic evaluation and summary record of services provided by AGENCY.

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9. Records:

(a) Case Records. AGENCY shall maintain adequate case records on each individual client which shall include diagnostic evaluation and summary record of services provided by AGENCY.

(b) Statistical Records. AGENCY shall provide LODI with statistical records on a quarterly basis, identifying the utilization of the services and the program performance.

(c) Financial Records. Appropriate service and financial records shall be retained by AGENCY for a period of four years following completion of this Agreement or until such time as all audit findings are resolved.

(d) Accountability. The AGENCY agrees to extend to LODI the right to audit and inspect any financial records of AGENCY which pertain to services performed and determination of amounts payable under the terms of this Agreement.

(e) Confidentiality. Records, including any information whether recorded in writing or not, pertaining to the identity, diagnosis, or treatment of any employee which are maintained in connection with the performance of the Agreement shall be confidential and disclosed only in the following circumstances:

(1) When disclosure is authorized by the written and signed consent of the employee. Such consent must state: (a) The specific information to be disclosed; (b) The name of the person or organization to whom disclosure is to be made; and (c) The purpose or need for such disclosure.

(2) When an employee's records are duly subpoenaed by a court having the requisite jurisdiction and/or are not otherwise protected by a professional relationship.

(3) When required by laws of the State of California governing psychotherapist disclosures pertaining to homicide or child abuse.

10. Quality Control of Services: A Licensed Clinical Social Worker (L.C.S.W.), licensed by the State of California to provide psychotherapy, shall provide the counseling service or supervise any assisting counseling staff within the AGENCY.

11. AGENCY, and the agents and employees of AGENCY, including its professional and non-professional staff personnel, shall act in an independent capacity in the performance of this Agreement. AGENCY shall furnish all personnel, supplies, equipment, furniture, utilities, telephone and quarters necessary for the performance of the services to be provided by AGENCY pursuant to this Agreement.

12. AGENCY shall maintain and keep in force during the term hereof the following policies of insurance, with endorsements thereof naming the City of Lodi as an additional insured:

(a) A policy of professional liability insurance (malpractice insurance) which shall cover all Licensed Clinical Social Workers providing services under this contract or administering this contract.

(b) A comprehensive general liability insurance policy in the amount of \$500,000 each occurrence and \$500,000 aggregate.

(c) A policy of Worker's Compensation Insurance to comply with California Statutory requirements.

(d) Insurance coverage for automobiles owned by AGENCY and used by AGENCY employees, in the following amounts: Bodily Injury \$50,000 each person, \$100,000 each accident and \$25,000 property damage.

(e) Other insurance policies as required by law.

13. AGENCY shall not subcontract out any portions of these services without the written permission of LODI. If referral is made for psychiatric consultation or psychological testing away from AGENCY, this cost will be borne by employee and/or dependent.

14. AGENCY represents that each of its employees and agents is aware of the terms and conditions of this Agreement and that they are likewise bound to the terms and conditions of the Agreement.

15. The parties shall not by any act, delay, omission or otherwise be deemed to have waived any of their rights or remedies hereunder, unless in writing and signed by an officer of LODI or AGENCY, and then only to the extent therein set forth. A waiver by LODI or AGENCY of any right or remedy under the terms of this Agreement on any one occasion shall not be construed as a bar to, or a waiver of, any such right or remedy on any

other occasion. The failure of either party to seek redress of violation of or to insist upon strict performance of any provision of this Agreement shall not prevent or dilute such party's right to insist later upon such performance of the same or similar provision or to have redress for the same or similar violation.

16. Except as otherwise provided herein, neither party shall disclose any of the details of this Agreement, or any of the terms hereof, to any third party without prior written consent of the other party, unless ordered to do so by a court of law. This does not include those disclosures as required by the California State regulatory laws pertaining to non-profit corporations or under which LODI is regulated.

17. The parties herein agree that in the event of any dispute or disagreement between them relating to this Agreement, the law of the State of California shall govern their rights and obligations hereunder. In the event that any action is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred therein.

18. Any controversy or claim relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be confirmed in any Court having jurisdiction thereof. There shall be three (3) Arbitrators: AGENCY shall choose one Arbitrator and LODI shall choose one Arbitrator. These two Arbitrators shall choose a third Arbitrator.

19. Every provision of this Agreement is intended to be severable from the other provisions. In the event that any of the terms and provisions hereof are deemed to be in violation of or prohibited by any applicable law or regulation, such terms and provisions shall be deemed as amended or deleted to conform to such law or regulations without invalidating any of the other terms and provisions of this Agreement.

20. No amendment or understanding which modifies the terms or conditions of this Agreement shall be binding upon either party unless such amendment or understanding is contained in a writing signed by both parties.

21. Services under this Agreement shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, or ancestry. AGENCY shall not use discriminatory practices in employment of personnel, or in any other respect on the basis of race, color, sex, religion, national origin, or ancestry.

22. Any notice required under this Agreement shall be deemed to have been duly served if sent by regular mail or by registered mail, as set forth herein:

TO: City of Lodi
221 West Pine Street
Post Office Box 320
Lodi, California 95241

TO: Family Service Agency, Inc.
1130 North San Joaquin Street
Stockton, California 95202

Such notice shall be deemed to be effective on the day of the postmark.

23. This Agreement is not assignable by either party, either in whole or in part, without prior written consent of the other party.

24. Exhibit "A" is part of this Agreement.

25. Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

The undersigned persons represent that they each have the requisite authority to execute this Agreement on behalf of their respective organizations and to bind those organizations to the terms of this Agreement.

FAMILY SERVICE AGENCY, INC.
a non-profit corporation

CITY OF LODI, a municipal
corporation.

By _____
Richard A. Steinmetz, LCSW
Executive Director

By _____
Thomas A. Peterson
City Manager

ATTEST:

APPROVED AS TO FORM:



Ronald M. Stein
City Attorney

Alice M. Reimche
City Clerk