

# **REACH EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT**

This Employee Assistance Program Services Agreement is made and entered into as of 1st day of January, 2024, between REACH Employee Assistance, Inc. (hereinafter referred to as "REACH"), a California corporation, and the City of Santa Ana, a charter city and Municipal Corporation organized and existing under the Constitution and laws of the State of California (hereafter referred to as "City".)

WHEREAS REACH is engaged in the Employee Assistance Program Services business and desires to service City; and

WHEREAS City desires to obtain the Employee Assistance Program Services of REACH.

IT IS THEREFORE AGREED AS FOLLOWS: This is a contract for service outlining the duties and responsibilities of REACH Employee Assistance, Inc., to the City of Santa Ana.

## **1. Scope of Services**

REACH will provide Assessment/Counseling/Referral for Employees and Dependents. A total assessment will be administered for a well-rounded analysis of the client's problem. Employees and immediate family members are entitled to up to three (3) sessions per incident every six (6) months. REACH provides professional assessment/counseling to the point of referring the client to an outside counseling professional or agency. In addition, REACH provides follow-up consultation. The number of sessions offered, within this limit, will be at the sole discretion of the REACH counseling staff.

The City will be assigned a REACH liaison person. REACH provides quality, experienced counselors knowledgeable in assessment skills to provide personal counseling to employees and immediate family members. REACH also provides qualified and experienced staff to assist management on all aspects of Employee Assistance Program. Dr Marcus Dayhoff is administratively, operationally and clinically responsible for REACH.

## **2. Confidentiality and Release of Information**

As a general rule REACH shall not disclose to the City the identity of City employees or immediate family members of City employees who elect to participate in the REACH Program offered under this Agreement. In particular, any report consisting of any of the following information: 1) diagnosis; 2) summary of treatment of therapeutic procedures 3) disabilities, limitations of employee (except for whether the employee can perform the essential functions of the employee's job with the City); and 4) recommendations on further treatment shall be considered confidential information not subject to disclosure by REACH unless the City employee has on file with REACH and any treatment service provider in the REACH Program an irrevocable authorization(s), RELEASE OF INFORMATION to the City. On receipt of the City's request for the above information, REACH shall notify in writing, the City employee of the City's request.

Notwithstanding the above, REACH shall release to the City in writing the following information on employees who have been referred into the REACH Program as a condition of employment with the City:

- A) Whether employee has agreed to participate in the Assistance Program.
- B) List of all appointments of employee kept and missed, together with reason, if any, for missing the appointment.
- C) Submission of the employee's anticipated treatment plan as a participant in the Program. This plan shall consist of the following:
  - 1) The anticipated number of visits, appointments, or sessions requested of the employee.
  - 2) The type of therapeutic procedures in general terms that the employee is to receive during the employee's participation with the REACH Program or the treatment provider(s).
  - 3) Description of the treatment service provider the employee is referred to by REACH.
  - 4) Any other information not contained in the employee's treatment service provider medical record deemed appropriate by the City to evaluate the employee's participation in the Assistance Program.
- D) Any conclusion or opinion of REACH or employee's treatment service provider that the employee is limited or restricted in his/her ability to perform the employee's job duties, such limitation may be, but not necessary, limited to physical, psychological, or medical reasons.
- E) Any conclusion or opinion of REACH or employee's treatment service provider that employee's participation may necessitate employee's absence from the City.
- F) That employee has failed, refused, or otherwise has discontinued to proceed with the REACH Program or any treatment service provider.

**NOTE:** The City agrees that in cases where an employee agrees to be referred by management to REACH, the Supervisor will seek written permission from the employee to inform REACH of the circumstances leading up to the referral.

The City agrees to in no way insist or demand confidential information from the REACH program on specific individuals who do not want their information released to the City.

Service Providers: Exceptions will also be made in cases when the employee and/or immediate family members sign a written release authorizing the release of information by REACH to one or more agreed upon service providers.

### **3. Definitions**

- a. "Client" shall mean an employee or his/her immediate family member participating in the REACH EAP program.
- b. "Treatment Service Providers" or "Service Providers" shall mean an outside counseling professional or agency, referred by REACH, whose services will be paid by the client.

### **4. Counseling Hours**

REACH provides counseling hours from 8:00 a.m. to 8:00 p.m. Monday through Thursday, Friday 8:00 to 5:00 p.m. and will respond appropriately and effectively to employee needs.

Every attempt will be made to see management referrals and employees in crisis as early as possible to the time of call and no later than 24 hours (during business hours) of the call being made. All other clients will be seen within 48 hours of the call being made.

The City agrees to provide REACH with names and telephone numbers of liaison individual(s) at the City who can be contacted in cases of emergencies and keep REACH apprised of changes in contacts and telephone numbers.

### **5. 24-Hour Availability, 7 days a week**

REACH provides confidential intake and psycho-social assessment and counseling to the point of referral to employees and their immediate family members with a 24 hour telephone service. REACH assures that no calls go unanswered and that all crisis callers receive courteous and prompt service. During non-business hours, all calls answered by the REACH answering service will be connected to the on-call counselor. The REACHline number is 1-800-273-5273.

### **6. Location**

Employees and family members will have a choice of counseling either at one of our several conveniently located offices or at one of our service provider's office.

### **7. Referral Network**

When necessary, REACH will refer employees and dependents to appropriate, cost effective, geographically convenient and high quality services provided by individuals and agencies which have been screened by our staff.

8. **Monitoring/Follow-up**

REACH will monitor and follow-up as long as appropriate all people referred by the REACH program to outside individuals and community resources to assure the problem is resolved and that the person is satisfied with the quality of referrals. In cases of management referrals, REACH will also follow-up regularly with the City on status of job performance.

9. **Service Utilization Reports**

REACH will provide quarterly confidential reports on service utilization, aggregate client profiles, assessed problems and outcome at case closure. Customer satisfaction reports will be available upon request by the City.

10. **Benefits**

The City agrees to provide REACH with copies of all the City employee benefit plans and appraise REACH of all changes as they occur.

11. **Avoiding Conflict of Interest**

REACH agrees to avoid conflict of interest by providing up to three (3) referrals to clients based on competency, geography and the most cost effective modality to deal with the client's problem(s). No referrals will be made to the private practices of REACH counseling staff members or to any private practitioner and/or agency with whom a REACH counselor has an economic relationship. Only the City can make exceptions to this rule.

12. **Alcoholism and Chemical Dependency Intervention Services**

REACH provides job related alcoholism and chemical dependency intervention services as required.

13. **Policy and Procedure**

The City agrees to consider implementing a policy and procedure statement on employee assistance when appropriate. REACH will provide technical assistance to the City staff in writing a policy and procedure statement on employee assistance.

14. **Training**

REACH will provide Management and Supervisory training sessions annually. It is recommended that no more than 25 managers/supervisors attend each session. The purpose of these training sessions is to make managers and supervisors aware of City employee assistance program policy and procedures, of how to identify poor job performance as it relates to personal problems

and to familiarize them with the processes of referrals and follow-up. The effectiveness of each training session will be evaluated.

#### 15. **Management Guidelines**

REACH supplies on request Management and Supervisor Employee Assistance Program guidelines for inclusion in City personnel management guidelines.

#### 16. **Manager/Supervisor Consultation and Assistance**

REACH will assist managers and supervisors calling REACHline for consultation on how to deal with specific employee incidents or problems, which may require EAP intervention. The City agrees to encourage managers and supervisors to take advantage of this consultation service.

#### 17. **Program Promotion**

The City agrees to support REACH in developing a yearly EAP program promotion plan.

- a. **EAP orientation classes** for employees in groups of up to 50 will be available to the City as a means of introducing City EAP policy and procedures and utilization of REACH services.
- b. **"Munch & Learn"** presentations will be conducted periodically upon request by the City, at City locations to maximize utilization of REACH services.
- c. **REACH brochure & REACHline cards** will be supplied to the City for distribution to all employees.
- d. **REACH Frontline** will be electronically supplied to the City quarterly for distribution to all supervisors.
- e. **REACHline.com** will be available for online use to all employees and family members. Employees will be supplied a password as mentioned on REACH employee brochure for online secure area access.
- f. **REACHline Posters** will be supplied from time to time to the City for posting on official staff bulletin boards.
- g. Originals of promotional materials for inclusion as short articles in internal **staff newsletter or as check stuffers** will be supplied upon request by the City.
- h. REACH staff will participate at the City's **employee benefit fair** upon request.

- i. REACH will assist with drafting of any EAP related materials to announce REACH services to employees.

#### 18. **Quality**

REACH conducts on-going quality assurance audits on all aspects of the program from inception to end of the contract year. REACH will supply the City with quarterly reports.

#### 19. **City's Understanding**

- a. Top management support and commitment is essential to the success of the REACH Employee Assistance Program at the City of Santa Ana.
- b. REACH is a totally confidential program. The City will only be aware of employees referred officially by management and information about that employee will not be released without written consent of the employee.
- c. REACH will not, in all cases, be able to resolve the employee's or dependent's problem(s) in the set number of counseling sessions. In such cases the employee or family member will be referred to quality, cost effective resources available within the community.
- d. Employees and dependents will not be charged for the services provided by REACH. If referrals are necessary, those referrals may result in additional cost to the City's benefit plan and may result in added costs to the employee or family member.
- e. The REACH program is made available to all full- and part-time employees and their dependents. The REACH benefit starts on the first day of employment.
- f. It is anticipated that the yearly employee utilization rate will be a minimum of 6-8%. The REACH promotional program will aim at achieving at least this utilization rate.

### III. **TERMS AND CONDITIONS**

- 1. The Agreement period will be from **January 1, 2024 to December 31, 2026**.
- 2. The total cost to the City for the services to be provided to the City and its employees by REACH under this Agreement shall be **\$1.85 per full time employee per month, and \$1.25 per part time employee per month**. While the number of persons employed by the City may fluctuate from time to time during the term of this Agreement, the City agrees the amount of compensation payable to REACH during the term of the Agreement shall be based on the number of persons employed by the City at the beginning of the month invoiced for.

3. The City will be invoiced on the first of each month for that month's installment. Checks will be made payable to **REACH Employee Assistance, Inc. and mailed to 650 N. Rose Drive, #350, Placentia, CA 92870 - Attn.: Accounts Receivable.**
4. The City will make payment within 30 days from the date of the receipt of the invoice from REACH Employee Assistance, Inc.
5. REACH Employee Assistance, Inc. agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents and representatives, from any and all claims, demands, purported liability, or consequential damages of any kind or nature arising out of or in connection with REACH's acts or omissions in carrying out the terms of this Agreement or exercising the rights herein granted; excepting those claims, demands, purported liability, or consequential damages which arise out of the sole negligence of City.
6. REACH agrees to maintain during the course of this Agreement the following insurance coverage:
  - a. Comprehensive general liability insurance coverage, including personal injury and contractual liability coverage, in an amount equal to One Million Dollars (\$1,000,000.00) per occurrence, combined single limit;
  - b. Worker's Compensation insurance as required by State of California statutes;
  - c. Professional liability insurance with a One Million Dollar (\$1,000,000.00) limit, per occurrence. REACH agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

Also, the City of Santa Ana, its officers, agents and employees will be named as additional insured on the above referred comprehensive general liability coverage and REACH will provide an endorsement to that effect. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insured's provisions. Such insurance will be evidenced by certificate and issued by companies licensed to do business in California and acceptable to the City. Before REACH performs any work, it will furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned general liability, and professional liability insurance coverages on forms acceptable to the City which shall provide that the insurance in force not be canceled or modified without 30 days prior written notice to the City.

In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against REACH by way of set-off or recoupment from the sums due REACH, at City's option; (b) immediately terminate this Agreement; or (c) self insure the risk, with all damages and costs incurred, by judgment,

settlement or otherwise, including attorney's fees and costs, being collectible from REACH, by way of set-off or recoupment from any sums due REACH.

7. **No Assignment**

REACH shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the City and approval by the City's City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assigned or transfer shall be null and void and shall constitute a material breach by REACH of its obligations under this Agreement. No assignment shall release the original parties or otherwise constitute a notation.

8. **Compliance With All Laws**

REACH shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof.

9. **Attorney's Fees**

If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to the relief to which such party may be entitled.

10. **Interpretation**

a. **Applicable Law and Choice of Forum.** This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California, with venue regarding any claims or controversial arising out of or related to performance under this Agreement in Orange County.

b. **Entire Agreement.** This Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral). To the extent there is any conflict or inconsistency between the terms and provisions of this Agreement and the exhibits attached hereto, the terms and provisions of this Agreement shall govern the rights and obligations the parties hereto.

c. **Written Amendment.** This Agreement may only be changed by written amendment signed by REACH and the City Manager of the City or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.



d. Severability. If any provisions of this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

e. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

11. **Time is of The Essence**

Time is strictly of the essence of this Agreement and each and every covenant, term and provision hereof.

12. **Authority of REACH**

REACH hereby represents and warrants to the City that REACH has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

13. **Notices**

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Santa Ana or any other City department is not adequate notice.

To City:                      City Clerk  
                                    City of Santa Ana  
                                    20 Civic Center Plaza (M-30)  
                                    P.O. Box 1988  
                                    Santa Ana, CA 92702-1988  
                                    Fax 714- 647-6956

Copies to:                    Executive Director of Human Resources  
                                    City of Santa Ana  
                                    20 Civic Center Plaza (M-24)  
                                    P.O. Box 1988  
                                    Santa Ana, California 92702  
                                    Fax 714- 647-6930

City Attorney  
City of Santa Ana  
20 Civic Center Plaza (M-29)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax 714- 647-6515

If to REACH: REACH Employee Assistance, Inc.  
101 East Lincoln Avenue, Suite 230  
Anaheim, CA 92805  
Attn.: Dr. Marcus Dayhoff  
Fax: 714-533-5700

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

14. **Termination Without Cause**

The City or REACH may terminate this Agreement in whole or in part at any time, for any cause or without cause, upon sixty (60) calendar days' written notice to the other. If the Agreement is thus terminated by the City for reasons other than REACH's failure to perform its obligations, the City shall pay REACH a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be REACH's exclusive remedy for termination without cause.

15. **Default**

In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment of services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

16. **Equal Employment Opportunity**

During the performance of this Agreement, REACH agrees as follows:

- a. REACH shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin or mental or physical disability, or any other protected category prohibited by state or federal law. REACH will ensure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, national origin or mental or physical disability. Such actions shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection training, including apprenticeship. REACH agrees to post in conspicuous places, available to all employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.
- b. REACH shall, in all solicitations and advertisements for employees placed by, or on behalf of REACH, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, national origin, or mental or physical disability.
- c. REACH shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

19. **Conflict of Interest**

REACH hereby represents, warrants and certifies that no member, officer or employee of REACH is a director, officer or employee of the City, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
JENNIFER HALL  
City Clerk

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM:**  
SONIA R. CARVALHO  
City Attorney

**REACH Employee Assistance, Inc.**

By: Laura A. Rossini  
Laura A. Rossini  
Chief Assistant City Attorney

By: Marcus Dayhoff  
Marcus Dayhoff  
CEO & Clinical Director

**RECOMMENDED FOR APPROVAL:**

**Jason Motsick**

\_\_\_\_\_  
JASON MOTSICK  
Executive Director  
Human Resources

**Signature:** 

**Email:** jmotsick@santa-ana.org