

699
**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Human Resources Department

SUBMITTAL DATE:
 July 26, 2011

SUBJECT: Employee Assistance Services Agreement between the County of Riverside Human Resources Department and Riverside County Transportation Commission

RECOMMENDED MOTION: That the Board of Supervisors 1) ratify and approve and execute the attached amendment to the Employee Assistance Services (EAS) subscriber agreement between the County of Riverside and the Riverside County Transportation Commission (RCTC) for the term of July 1, 2011 through June 30, 2012; and 2) authorize the chairperson to sign four (4) copies of the attached Amendment and return three (3) copies to Human Resources for distribution.

BACKGROUND: Since June of 2004 the Human Resources Department, through its Employee Assistance Service (previously known as the Employee Assistance Program (EAP)) has provided supervisors and line staff of RCTC with "Violence in the Workplace Training", Critical Incident Stress Debriefing, management consultation, and mental health services to employees and household dependents of RCTC.

Barbara A. Olivier

 Barbara A. Olivier
 Asst. County Executive Officer/Human Resources Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,980	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF FUNDS: Administrative Fees paid by RCTC	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Robert Tremaine
 BY: _____
 Robert Tremaine

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 9/14/10; 3.26 | **District:** All | **Agenda Number:**

BACKGROUND continued:

This benefit provides RCTC members with licensed clinicians to assist in identifying mental health or related problems, family/marital problems, alcohol/substance abuse problems, provide counseling and when appropriate, make referrals to community resources, including, but not limited to, counseling, treatment and therapy. These services are similar to those provided to Riverside County's own employees and household dependents through the County's EAS.

Exhibit "A" identifies and lists these services. Due to its small number of employees, it is difficult for RCTC to find this level of service at a reasonable cost. This agreement allows them to take advantage of the County's larger scale of operation. The fee charged to RCTC is based on the overall cost of EAS services to County employees on a per capita basis. The rates for 2011-2012 are listed in Exhibit "B". The annual fee calculation is noted in Exhibit "C". An annual rate will be evaluated and assessed July 1st of each year.

There is no cost to the County's General Fund as a result of this action.

**AMENDMENT NO. 5 TO
AGREEMENT NO. 04-12-049 FOR
EMPLOYEE ASSISTANCE SERVICES**

1. PARTIES AND DATE

This Amendment No. 5 to the Agreement for Employee Assistance Services is made and entered into as of July 1, 2011, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and the COUNTY OF RIVERSIDE, through its EMPLOYEE ASSISTANCE SERVICES DEPARTMENT ("EAS"), formerly known as the EMPLOYEE ASSISTANCE PROGRAM.

2. RECITALS

- 2.1 The Commission and the EAS have entered into Agreement No. 04-12-049 entitled "Employee Assistance Program Subscriber Agreement", dated June 22, 2004 for the purpose of providing Employee Assistance Services (the "Master Agreement").
- 2.2 The Commission and the EAS have entered into an Amendment No. 1 to the Master Agreement, dated March 27, 2007, for the purpose of extending the term of the Master Agreement until June 30, 2007 and providing additional compensation for the continued provision of services provided by the EAS.
- 2.3 The Commission and the EAS have entered into an Amendment No. 2 to the Master Agreement, dated July 3, 2007, for the purpose of extending the term of the Master Agreement until June 30, 2008 and providing additional compensation for the continued provision of services provided by the EAS.
- 2.4 The Commission and the EAS have entered into an Amendment No. 3 to the Master Agreement, dated May 20, 2008, for the purpose of extending the term of the Master Agreement until June 30, 2009 and providing additional compensation for the continued provision of services provided by the EAS.
- 2.5 The Commission and the EAS have entered into an Amendment No. 4 to the Master Agreement, dated July 1, 2009, for the purpose of extending the term of the Master Agreement until June 30, 2011 and providing

additional compensation for the continued provision of service provided by the EAS.

- 2.6 The parties now desire to amend the Master Agreement in order to extend the term of the Master Agreement and to provide additional compensation for the continued provision of services provided by the EAS.

3. TERMS

- 3.1 The services to be provided by the EAS pursuant to this Amendment No. 5 are described in Exhibit "A" attached to this Amendment and incorporated herein by reference ("EAS services").
- 3.2 The EAS services described in this Amendment No. 5 and the attached "Exhibit A" shall be performed expeditiously, within the term of the Master Agreement as hereby amended.
- 3.3 The term of the Master Agreement shall be extended for an additional term (the "Fifth Extended Term") of twelve (12) months ending June 30, 2012, unless earlier terminated as provided in the Master Agreement.
- 3.4 The compensation to be provided for EAS services performed pursuant to this Amendment No. 5 is set forth in Exhibit "B" attached to this Amendment and incorporated herein by reference.
- 3.5 The fee calculation used to determine the compensation for EAS services provided pursuant to this Amendment No. 5 is set forth in Exhibit "C" attached to this Amendment and incorporated herein by reference.
- 3.6 Except as amended by this Amendment No. 5, all provisions of the Master Agreement and all previous Amendments, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

[Signatures on the following page]

**SIGNATURE PAGE TO
AMENDMENT NO. 5 TO
AGREEMENT NO. 04-12-049 FOR
EMPLOYEE ASSISTANCE SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: 

Anne Mayer
Executive Director

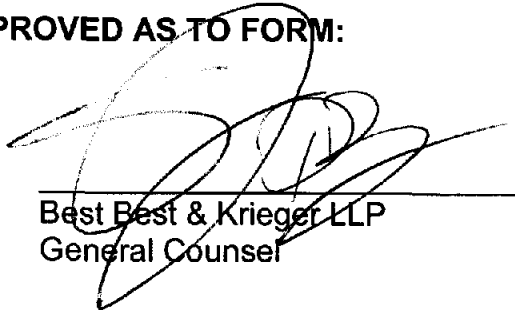
COUNTY OF RIVERSIDE

Signature

Name

Title

APPROVED AS TO FORM:

By: 

Best Best & Krieger LLP
General Counsel

APPROVED AS TO FORM:

By:  8/4/11

County Counsel

EXHIBIT "A"

SCOPE OF SERVICES

The County Riverside's EAS agrees to provide the following services to the Commission enrolled Members as authorized by Title 22 CCR Section 1300.43.14:

1. EAS will provide up to six (6) in-person sessions on an annual basis to be used for comprehensive assessment, brief solution-focused counseling and referral for each enrolled Member at no cost to the Member. Appointment times will be available in the Greater Riverside office from 7 AM to 5 PM Monday through Thursday and in the Desert Region from 8:30 AM to 4:30 PM Mondays & Thursdays and 8:30 AM to 10:30 AM on Tuesdays.
2. The EAS therapist will provide crisis intervention, identify what psychological or related problems exist and assist the Member with developing a strategic plan to address the issues.
3. When necessary, EAS will facilitate psychological referrals for the Member to the appropriate health care providers, community resources or other appropriate facility for necessary treatment in a convenient location within the Member's healthcare network
4. Same Day access to a licensed therapist (toll free at 888-829-8999) by telephone for urgent matters Monday through Thursday.
5. EAS shall provide up to three trainings annually for the Commission's supervisors, managers and line staff.
6. EAS shall provide management consultation on a same day basis for supervisors and managers from 7 AM to 5 PM Monday through Thursday.
7. EAS shall provide on-site Critical Incident Stress Debriefings (CISD) and other on-site departmental consultations as needed.

EXHIBIT "B"
COMPENSATION

The County Riverside's EAS agrees to provide the services described in EXHIBIT "A" to the Commission for the following compensation:

1. The Commission shall remit \$4.46 per employee per month to the Riverside County's EAS for the period of July 1, 2011 through June 30, 2012. An annual rate will be evaluated and assessed on July 1st of each calendar year.
2. Monthly fees shall be initiated and payable by the Commission on the 1st calendar day of each month for the duration of the Agreement.
3. Monthly fees shall be mailed to:

County of Riverside Human Resources Department
4080 Lemon Street
PO Box 1569
Riverside, CA 92502
Attn: HR Accounting Division

EXHIBIT "C

FEE CALCULATION

(For the period of July 1, 2011 through June 30, 2012)

The nominal administration fee to be paid by the Commission was calculated as follows:

County Employees for FY 2011/2012	17,236
EAS Annual Budget for FY 2011/2012*	\$ 923,566.00
Per County Member per Month (FY 2010/2011)	\$ 3.24
Per County Member per Month (FY 2011/2012)	\$ 4.46
Proposed Increase in Percentage	38%
Average RCTC Employees Enrolled in Plan	37
Estimated Monthly Revenue Received from the Commission	\$ 165.02
Estimated Annual Revenue Received from the Commission	\$ 1,980.24

Note: Employee count excludes Courts, C.S.A.'s and Special Districts.

*less other revenue collections