

Pat J. Kelly
OFFICE OF THE CITY ATTORNEY
OAKLAND

OAKLAND CITY COUNCIL

RESOLUTION No. 79189 C.M.S.

2005 APR 13 PM 6: 24

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OAKLAND AND MANAGED HEALTH NETWORK (MHN), IN AN AMOUNT NOT TO EXCEED FIFTY-TWOTHOUSAND NINE HUNDRED FORTY DOLLARS (\$52,940) FOR THE PERIOD OF JULY 1, 2004 TO JUNE 30, 2005, FOR A COUNSELING PROGRAM FOR SWORN MEMBERS OF THE POLICE DEPARTMENT AND THEIR DEPENDENTS

WHEREAS, Managed Health Network (MHN), has contracted with the City in the past to provide a program of psychological counseling services to members of the Police Department and their dependents; and

WHEREAS, the City contracts for this professional service pursuant to the Memorandum of Understanding (MOU) between the City and the Oakland Police Officers Association (OPOA) and changing providers would require the approval and concurrence of the Association; and

WHEREAS, contracts requiring professional or specialized services are exempt from competitive bidding pursuant to Chapter 2.04 of the Oakland Municipal Code; and

WHEREAS, Managed Health Network provides a program of counseling for sworn members of the Police Department and their dependents; and

WHEREAS, the City Council finds and determines that services provided pursuant to the contract authorized hereunder are of a professional, scientific or technical nature and are temporary in nature; and

WHEREAS, the City Council finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; and

WHEREAS, the Police Department has funding for services for Managed Health Network, in its Fiscal Year 2003-05 budget in Fund No. 1010, Organization Code 103420, Account No. 54919; now, therefore, be it

RESOLVED: That the City Council hereby authorizes the City Administrator to negotiate and enter into an agreement in an amount not to exceed \$52,940 for the period July 1, 2004 to June 30, 2005 with MHN, for counseling services to members of the Police Department and their dependents; and be it

FURTHER RESOLVED: That the City Administrator is authorized to execute any further documents necessary to implement this resolution; and be it

FURTHER RESOLVED: That the City Administrator is authorized to modify, extend or amend said agreement provided that no additional funds will be allocated without prior Council approval.

FURTHER RESOLVED: That the agreement shall be reviewed by the City Attorney as to form and legality and a copy placed in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, MAY 03 2005, 20

PASSED BY THE FOLLOWING VOTE:

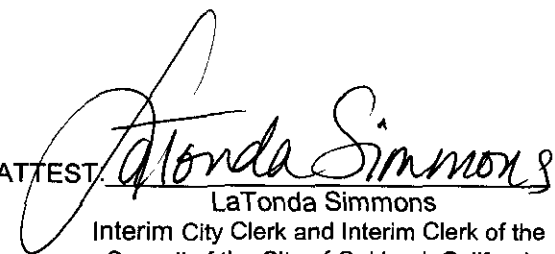
AYES- BROOKS, BRUNNER, CHANG, NADEL, QUAN, REID, ~~and PRESIDENT DELAFUENTE~~ - 6

NOES- 0

ABSENT- 0

ABSTENTION- 0

EXCUSED- President DeLaFuente - 1

ATTEST. 
LaTonda Simmons
Interim City Clerk and Interim Clerk of the
Council of the City of Oakland, California

CITY OF OAKLAND

CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative, including (but not limited to) the following:

CONTRACTOR NAME: **Managed Health Network**

CONTRACT PERIOD	DOLLAR ESTIMATE
From: 7/1/04 - 6/30/05	\$ 52,940.00

The monthly fee shall be due and payable thirty (30) days after receipt of invoice during the contract period after the contact is executed.

Task(s)

Scope of Services

- A. Contractor shall designate Paul Morehouse as the individual who shall be responsible for communications with City for the duration of this agreement. Contractor agrees to perform the services of a licensed professional staff (defined as a State Licensed Psychologist, Psychiatrist, Clinical Social Worker, or Marriage-Family-Child Counselor) to:
 - 1. Conduct one-to-one direct counseling for the purpose of identifying and evaluating personal problems and concerns of members and their dependents. "Dependent" is defined as follows: The lawful spouse or registered domestic partner and unmarried dependent children of a member of the Oakland Police Department. Unmarried, dependent children must be either 18 years or less, or 22 years of age or less if full-time students, or over the age of 19 and incapable of self-sustaining employment by reason of mental retardation or physical handicap. The term "children" as used herein includes stepchildren, children of registered domestic partner, adopted children, foster children, and natural children provided such children are dependent upon the member for support and maintenance. Children of a member are not considered dependents if they are in the military service.
 - 2. Assess and address options and alternatives for resolution of such problems.
- B. Contractor shall provide up to 12 fifty-minute counseling sessions per plan year to any member or dependent who voluntarily seeks such counseling. Fees for any session in excess of the authorized 12 will be charged to the participant unless otherwise arranged and authorized in writing by City.

Contractor shall respond to Critical Incident Stress Debriefings (CISD) relating to a distressing and traumatic event occurring in the Client's workplace on an unlimited basis, except in the case of catastrophic events. A "catastrophic event" is defined as an incident requiring more than twenty (20) hours of counseling. Said catastrophic event counseling shall be provided pursuant to a separate, supplemental agreement, upon the direct request of the Chief of Police or Deputy Chief. Under the terms of the supplemental agreement, Contractor shall bill City at the rate of \$250 per hour, or the rate in effect at the time of services, as well as for any travel expenses incurred by Contractor, including without limitation, practitioner professional fees incurred by Contractor.

It is expressly understood by the parties to the Agreement that the only services to be performed by Contractor under Section B are Critical Incident Stress Debriefing, Early Intervention System, and the fifty-minute counseling sessions for marriage, family and relationship problems; for alcohol and drug abuse; and for emotional, personal and stress-related concerns. Such services are to be performed by a licensed professional staff person as described in paragraph A, above. Any other services that are provided will not be billed to City and are done outside the scope of this Agreement.

- C. Counseling sessions for members referred to Contractor by the Deputy Chief of the Bureau of Services will be provided to identify and clarify medical-behavioral or personal problems of members who have been identified and referred as evidencing performance problems in their work or occupation. It is expressly understood by both parties that the purpose of such referrals from the Deputy Chief is to establish a basis for corrective action. It is further understood that referral strictly for the purpose of psychiatric or psychological evaluation to determine suitability as a police officer (commonly referred to as a "fitness for duty" evaluation) is beyond the scope of this Agreement.
- D. Each party shall maintain the confidentiality of information in its possession contained in the records of members in accordance with applicable state and federal laws and regulations or other applicable law, and shall not release such information, either to each other or to any other person or entity, except as permitted by law or in accordance with a validly executed release.
- E. If a subpoena is served upon the Contractor for the records or files of any member of the Department requesting testimony about such member, Contractor shall follow procedures in accordance with applicable state and federal laws and regulations or other applicable law, and shall not release such information to any other person or entity, except as permitted by law and in accordance with a validly executed subpoena.
- F. Contractor agrees to comply at all times with all statutory, regulatory and constitutional limitations on the disclosure of medical information.
- G. As requested by the Deputy Chief of the Bureau of Services, Contractor will provide printed material, overhead slides or a PowerPoint presentation, and briefings/training sessions for orientation of members and dependents to inform them of the purpose,

nature, scope, and utilization of the Counseling Program. All such materials shall be submitted to the Deputy Chief of the Bureau of Services prior to use in this program.

1. Contractor shall conduct a maximum of five (5) group seminars per year and at times scheduled by the Police Department Training Section for recruit classes, and for dependents of members, to inform them concerning recognition, alleviation and management of stress in a police family.
2. A series of presentations (not to exceed 6 sessions of 1-1/2 hours to 3 hours each) will be made by Contractor's management development staff to command / supervisory personnel of the Police Department, when scheduled by the Training Section. The purpose of these sessions is to acquaint management and supervisory personnel of the Police Department with their role in participating in the Counseling Program through recognition and analysis of performance problems and appropriate suggestion or referral for counseling service

H. COMPLIANCE WITH THE 1975 KNOX-KEENE HEALTH CARE SERVICE PLAN ACT

All services described in this Agreement will be rendered in compliance with the 1975 Knox-Keene Health Care Service Plan Act, the terms of which are summarized in Attachment D and made a part of this Agreement.

Contractor shall be responsible for performing or securing the performance of all specified services in their entirety. A written work plan shall be approved by the Project Administrator, who is the Commander of the Personnel Division of the Oakland Police Department.

Contractor is subject to regulation by the California Department of Managed Health Care and this Agreement is subject to the requirements of the Knox-Keene Health Care Service Plan Act of 1975 (the "Act," commencing with Section 1340 of the California Health and Safety Code) and the regulations promulgated thereunder (found at Chapter 3 of Title 10 of the California Code of Regulations). Any provision required to be in this Agreement by either of these sources of law shall bind the parties whether or not provided hereunder. City acknowledges that any provisions required by the Knox Keene Act apply to this Agreement.

CONTRACTOR'S SIGNATURE

DEPARTMENT HEAD SIGNATURE

DATE: _____

DATE: _____