

RESOLUTION 24-12

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING
BLOMQUIST HALE SERVICE AGREEMENT**

WHEREAS, the state legislature is requiring cities to provide mental health services to first responders; and

WHEREAS, the current Employee Assistance Program through Blomquist Hale does not meet the state requirements; and

WHEREAS, Blomquist Hale is able to provide the necessary service which would require an amendment to the existing contract;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Amend: The amended Blomquist Hale Service Agreement as provided in **Exhibit 1** is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

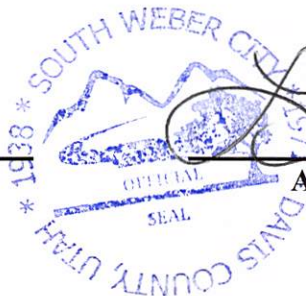
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of April 2024.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST



Rod Westbroek, Mayor



Attest: Lisa Smith, Recorder

Mental Health Solutions
Service Agreement

South Weber City First Responders

Agreement for **Blomquist Hale Consulting Group** to Provide Mental Health Solutions For South Weber City First Responders

I. INTRODUCTION

This agreement is for Blomquist Hale Consulting Group, a Utah Corporation, dba Blomquist Hale Solutions, 310 E 4500 S. Suite 570 Salt Lake City 84107 (herein after referred to as "BHS") to provide Mental Health Solutions to South Weber City First Responders.

II. CONSULTATION, WELLNESS & COUNSELING SERVICES FOR EMPLOYEES AND THEIR FAMILIES

A. With the assistance of a licensed professional counselor, the employee and/or family member(s) determine the nature of a personal concern or problem and decide upon an effective course of action.

B. Responsibilities of BHS:

1. Basic Commitment: The commitment of BHS is to meet the needs of those requesting services to the extent necessary to gain positive appreciation by the employees of this service as a benefit and to facilitate a return to satisfactory job performance when performance has been affected by personal concerns.

When short-term individual, marital or family counseling is appropriate, that counseling will be provided as a part of this contract using a brief therapy model. In cases that require long-term care, assessment, referral and coordination of treatment services are provided through this contract.

A professional commitment and loyalty is extended by BHS to all employees and family members. Employees and family members, rather than the employer as an organization, are considered the primary clients of this contract.

BHS will do what is necessary in each situation to:

- a. *Work with the client(s) to develop an accurate and mutual perception of the problem.*
 - b. *Work with the client(s) to enhance an accurate perception of their situation and affirm positive actions to resolve the problem.*
 - c. *When a client is referred, BHS will follow up to make sure that a satisfactory connection has been made and the client is receiving help.*
2. Timing of Appointments and Emergency Coverage:
An appointment within a reasonable time will be offered to all initial interview requests. More prompt action will be taken when the client's concerns are of a crisis nature.

BHS will offer services to people in a crisis situation immediately. BHS crisis service is available 24 hours-a-day, 7 days-a-week for emergencies.
 3. Locations:
Clients will access BHS by calling our local or toll-free number. Assistance will be provided in a reasonable and convenient location for the client. In addition, BHS provides face-to-face video therapy.
 4. Staffing:
With the approval of South Weber City First Responders, BHS will assign to this contract one specific staff person who will serve as the Business Consultant. Any changes in that assignment will be made with South Weber City First Responders approval.
 5. Benefits Cost Control:
BHS will be cost conscious in the use of any referred resources beyond the Mental Health Solutions Program.
 6. Eligibility:
Services provided by BHS shall be provided to benefit-eligible South Weber City First Responders employees and their eligible dependents.

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7. Voluntary and Confidential:
Participation by South Weber City First Responders employees is voluntary. Those employees who are encouraged to seek BHS assistance and refuse will not be penalized by South Weber City First Responders for their refusal. However, the employee, if applicable, is still subject to South Weber City First Responders standard performance and disciplinary procedures based on the employee's performance only. BHS will not enforce or have recourse with such employees.

III. SERVICES TO THE EMPLOYER AND PROGRAM RESPONSIBILITIES

A. Promoting the Program and Orientation as to How to Use BHS:

1. Orientation for Employees:
Departmental meetings explaining the program allows the employee to hear about BHS, ask questions, and feel more comfortable utilizing the service. Orientation sessions for employees promote more self-referrals which produces greater penetration and higher level of prevention. BHS will provide wallet cards for the employee and family members. BHS will schedule training to introduce the program and be available for answering questions. Every South Weber City First Responders employee should have orientation on an annual basis to remind them of when and how to utilize BHS.
2. Posters and Written Announcement:
Posters depicting the BHS program help promote utilization. With approval, posters depicting the Mental Health Solutions program will be placed in strategic locations at South Weber City First Responders work sites. A written announcement to the home informs families of the BHS program available to them; such letters, signed by the employer give credibility to the program.
3. Groups, Classes & Education
BHS provides webinars in various topics, as well as group classes to help employees gain insight and support. Webinars and the upcoming group classes can be found at Blomquisthale.com. In addition, BHS provides a quarterly newsletter that is sent out via email.
4. Prevention Seminars:
BHS will conduct up to 4 hours of education annually, on subjects of interest to South Weber City First Responders employees and supervisors. BHS will provide copy materials and handouts. Room accommodations and promotion of the seminars will be the responsibility of South Weber City First Responders. Seminars for employees and families help promote problem prevention and are a promotional measure for gaining visibility of BHS services. These may be done during or after work hours.
5. Supervisor Training:
BHS will hold annual, onsite Supervisor Trainings. These trainings are designed to help the organization's leadership become more familiar with the Mental Health Solutions and how it can be a resource to help them improve their skills as leaders, recognize signs of and how to help a troubled employee, and overall assist the supervisors in carrying out their role as best as possible.

B. Consultation and Crisis Services:

The organization and its managers may contact BHS to confer regarding any issue they are dealing with. BHS will be available to assist in any organizational crisis. BHS will consult to make sure the best treatment and resources are available that BHS can provide.

C. Program Administration:

1. Program Coordinator:
A coordinator will be appointed by South Weber City First Responders to act as a liaison with BHS.
2. South Weber City First Responders will provide BHS the following:
 - a. *An initial number reflecting eligible employees for services at time of program implementation.*
 - b. *A monthly number reflecting the employees eligible for services.*

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IV. TERM, CANCELLATION, INDEMNITY

A. Term of this Agreement:

The initial term of this agreement shall be for twelve (12) months commencing on April 1, 2024 and concluding on March 31, 2025. It shall be automatically renewed at the end of each twelve (12) month period thereafter with a 6.5% auto escalator unless either party gives a thirty (30) day written notice of its intention to terminate this agreement. This agreement may be canceled at any-time during its original 12-month term or any twelve (12) month renewal period thereafter by either party giving the other party ninety (90) days written notice of such cancellation.

B. Indemnity:

BHS agrees that it will hold South Weber City First Responders and its employees harmless from any claims, suits or damages resulting from or caused by any act or omission of BHS, its staff, agents, contractors, or employees in the performance of the services provided by this contract.

V. PAYMENT

Payment for each service month will be made in advance and will be due monthly no later than seven (7) working days following receipt of the bill for that service month. Each payment for BHS services will be \$4.91 per employee per month + \$130.00 per first responder wellness visit. A service charge of 1.75% will be added to all statements not paid in full by the last business day of the current month, service charges are to be paid with the next remittance.

A. Items Excluded:

1. Referred to Resources

Services provided by resources to which employees and family members are referred through this contract are not paid for by BHS.

BLOMQUIST HALE CONSULTING GROUP

Signature: *Andrew Theis*

Date 3/19/2024

Printed Name: Andrew Theis

Title: Vice President of Sales

SOUTH WEBER CITY FIRST RESPONDERS

Signature: _____

David Larson

Date:

Printed Name: David Larson

Title: City Manager

**This contract replaces any previously binding agreements or expectations that may have existed between South Weber City First Responders and BHS.*