

RESOLUTION NO. 26-09-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO RENEW FOR FISCAL YEAR 2015 THE EMPLOYEE MEDICAL INSURANCE THROUGH FLORIDA BLUE; THE EMPLOYEE DENTAL INSURANCE THROUGH METLIFE; THE EMPLOYEE VISION INSURANCE THROUGH METLIFE SAFEGUARD; AND, THE CONTRACT WITH THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC. FOR AN EMPLOYEE ASSISTANCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has determined that it will provide the Town's employees with medical insurance, dental insurance, and vision insurance coverage for Fiscal Year 2015; and

WHEREAS, the Town Commission has determined that it will provide the Town's employees with an employee assistance program for Fiscal Year 2015; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the medical, dental, and vision renewal evaluations effective October 1, 2014 presented by Gehring Group, copies of which are attached hereto and incorporated herein at **Exhibit A**, **Exhibit B**, and **Exhibit C** respectively; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to renew for Fiscal Year 2015 its employee medical insurance through Florida Blue; to renew for Fiscal Year 2015 its employee dental insurance through MetLife; and, to renew for Fiscal Year 2015 its employee vision insurance through MetLife SafeGuard; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park to renew for Fiscal Year 2015 its contract with The Center for Family Services of Palm Beach County, Inc. for the provision of an Employee Assistance Program. A copy of The Center for Family Services of Palm Beach County, Inc. contract is attached hereto and incorporated herein as **Exhibit D**; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PAK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Commission hereby authorizes and directs the Town Manager to renew its Florida Blue employee medical insurance for Fiscal Year 2015 pursuant to the Medical Insurance RFP Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit A.**

Section 3. The Town Commission hereby authorizes and directs the Town Manager to renew its MetLife employee dental insurance for Fiscal Year 2015 pursuant to the Dental Insurance RFP Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit B-1.**

Section 4. The Town Commission hereby authorizes and directs the Town Manager to renew its MetLife SafeGuard vision insurance for Fiscal Year 2015 pursuant to the Vision Insurance RFP Evaluation presented by Gehring Group, a copy of which is attached hereto as **Exhibit C-1.**

Section 4. The Town Commission hereby authorizes and directs the Town Manager to execute the contract with The Center for Family Services of Palm Beach County, Inc., a copy of which is attached hereto as **Exhibit D,** for the provision of an Employee Assistance Program for Fiscal Year 2015.

Section 6. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Rapoza who moved its adoption. The motion was seconded by Commissioner O'Rourke and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>Absent</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	<u>—</u>
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution NO. 26-09-14 duly passed and adopted this 3 day of September, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: James Dubois
JAMES DUBOIS
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

EXHIBIT A

Town of Lake Park
Medical Insurance RFP Evaluation
Effective Date: October 1, 2014

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	CURRENT		RENEWAL		REVISED RENEWAL		REVISED RENEWAL	
	Florida Blue Predictable Cost Plan 03769	Florida Blue Predictable Cost Plan 03769	Florida Blue Predictable Cost Plan 03769	Florida Blue Predictable Cost Plan 03769	Florida Blue Predictable Cost Plan 03769	Florida Blue Predictable Cost Plan 03769	Florida Blue Predictable Cost Plan 03769	
Deductible	In-Network \$500	Out of Network \$1,500	In-Network \$500	Out of Network \$1,500	In-Network \$500	Out of Network \$1,500	In-Network \$500	Out of Network \$1,500
Single	\$1,500	\$4,500	\$1,500	\$4,500	\$1,500	\$4,500	\$1,500	\$4,500
Family	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000
Out of Pocket Maximum	Includes CYD, Coins. & Copays Excludes Rx \$3,000	\$6,000	Includes All Costs \$3,000	\$6,000	Includes All Costs \$3,000	\$6,000	Includes All Costs \$3,000	\$6,000
Single	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000
Family	\$12,000	\$24,000	\$12,000	\$24,000	\$12,000	\$24,000	\$12,000	\$24,000
Coinsurance	20%	50%	20%	50%	20%	50%	20%	50%
Office Visits								
Physician Office Visit	\$25	CYD + 50%	\$25	CYD + 50%	\$25	CYD + 50%	\$25	CYD + 50%
Specialist Visit	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%
Preventive Services (Wellness)	No Charge	50%	No Charge	50%	No Charge	50%	No Charge	50%
Independent Clinical Lab	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%	No Charge	CYD + 50%
Advanced Imaging	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%
Chiropractic	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%	\$60	CYD + 50%
Urgent Care Center	\$65	CYD + 50%	\$65	CYD + 50%	\$65	CYD + 50%	\$65	CYD + 50%
Hospital								
Inpatient	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%
Outpatient	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%	CYD + 20%	CYD + 50%
Physician Services at Hospital	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Emergency Room Visit	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
Ambulance	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%	CYD + 20%	In-Net CYD + 20%
Mental Health / Substance Abuse								
Inpatient	No Charge	50%	No Charge	50%	No Charge	50%	No Charge	50%
Outpatient	No Charge	50%	No Charge	50%	No Charge	50%	No Charge	50%
Prescription Drugs								
Generic	\$10		\$10		\$10		\$10	
Preferred Brand	\$50		\$50		\$50		\$50	
Non Preferred Brand	\$80	50%	\$80	50%	\$80	50%	\$80	50%
Injectables / Tier 4	20%		20%		20%		20%	
Mail Order (90 day supply)	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered	2.5 x Retail	Not Covered
	Total Cost		Total Cost		Total Cost		Total Cost	
Employee	\$614.93	\$614.93	\$692.25	\$692.25	\$653.07	\$653.07	\$646.54	\$646.54
Employee + Spouse	\$1,463.52	\$1,463.52	\$1,647.57	\$1,647.57	\$1,554.31	\$1,554.31	\$1,538.77	\$1,538.77
Employee + Child(ren)	\$1,131.46	\$1,131.46	\$1,273.75	\$1,273.75	\$1,201.65	\$1,201.65	\$1,189.63	\$1,189.63
Family	\$1,918.56	\$1,918.56	\$2,159.85	\$2,159.85	\$2,037.59	\$2,037.59	\$2,017.21	\$2,017.21
	Town Cost	EE Cost	Town Cost	EE Cost	Town Cost	EE Cost	Town Cost	EE Cost
Employee	\$614.93	\$0.00	\$692.25	\$0.00	\$653.07	\$0.00	\$646.54	\$0.00
Employee + Spouse	\$1,039.23	\$424.30	\$1,169.91	\$477.66	\$1,103.69	\$450.62	\$1,092.66	\$446.12
Employee + Child(ren)	\$873.20	\$258.27	\$983.00	\$290.75	\$927.36	\$274.29	\$918.09	\$271.55
Family	\$1,266.75	\$651.82	\$1,426.05	\$733.80	\$1,345.33	\$692.26	\$1,331.88	\$685.34
Monthly Premium	\$29,744.07	\$5,761.80	\$33,484.25	\$6,486.50	\$31,589.03	\$6,119.30	\$31,273.16	\$6,058.10
Annual Premium	\$356,928.78	\$69,141.54	\$401,811.00	\$77,838.00	\$379,068.36	\$73,431.60	\$375,277.86	\$72,697.14
% Increase	N/A	N/A	\$44,882.22	\$8,696.46	\$22,139.58	\$4,290.06	\$18,349.08	\$3,555.60
	N/A	N/A	12.57%	12.58%	6.20%	6.20%	5.14%	5.14%

EXHIBIT B

Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2014



Current Renewal Alternative #1 Alternative #2

SCHEDULE OF BENEFITS

Plan Basics	MetLife PPO Plan		MetLife PPO Plan		Ameritas PPO Plan		Assurant PPO Plan	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Deductibles								
Single	\$25	\$50	\$25	\$50	\$25	\$50	\$50	\$50
Family	\$75	\$150	\$75	\$150	\$75	\$150	\$150	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	95%	80%	95%	80%	95%	80%	90%	80%
Major	50%	50%	50%	50%	50%	50%	60%	50%
Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out of Network Benefits Payable Level	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR
Waiting Period for Major Services (Timely Entrants)	None	None	None	None	None	None	12 Months	12 Months
Endodontics/Periodontics Payable Level	Basic	Basic	Basic	Basic	Basic	Basic	Basic	Basic
Orthodontic Lifetime Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Rate Guarantee	Expires 09/30/14		12 Months		12 Months		12 Months	
	Total Cost		Total Cost		Total Cost		Total Cost	
Employee	29	\$31.68	29	\$30.93	29	\$27.88	29	\$27.94
Employee + Family	14	\$95.63	14	\$95.79	14	\$84.16	14	\$86.84
Monthly Premium	\$2,257.54	\$2,238.03	\$2,238.03	\$2,238.03	\$1,986.76	\$1,986.76	\$2,026.02	\$2,026.02
Annual Premium	\$27,090.48	\$26,856.36	\$26,856.36	\$26,856.36	\$23,841.12	\$23,841.12	\$24,312.24	\$24,312.24
\$ Increase	N/A	-234.12	-234.12	-234.12	-3,249.36	-3,249.36	-2,778.24	-2,778.24
% Increase	N/A	-0.9%	-0.9%	-0.9%	-12.0%	-12.0%	-10.3%	-10.3%

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Town of Lake Park
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2014



Current

Alternative #3

Alternative #4

Alternative #5

SCHEDULE OF BENEFITS

Mettife
PPO Plan

Mutual of Omaha
PPO Plan

The Standard
PPO Plan

Florida Combined Life
PPO Plan

Plan Basics	Current		Alternative #3		Alternative #4		Alternative #5	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Deductibles								
Single	\$25	\$50	\$25	\$50	\$25	\$50	\$50	\$50
Family	\$75	\$150	\$75	\$150	\$75	\$150	\$150	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	95%	80%	95%	80%	95%	80%	80%	80%
Major	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Out of Network Benefits Payable Level	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR	90th UCR	Fee Schedule	Fee Schedule
Waiting Period for Major Services (Timely Entrants)	None	None	None	None	None	None	None	None
Endodontics/Periodontics Payable Level	Basic	Basic	Basic	Basic	Basic	Basic	Basic	Basic
Orthodontic Lifetime Maximum	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Rate Guarantee	Expires 09/30/14		12 Months		12 Months		12 Months	
	Total Cost		Total Cost		Total Cost		Total Cost	
Employee	29	\$31.68	29	\$30.00	29	\$34.68	29	\$27.46
Employee + Family	14	\$95.63	14	\$91.00	14	\$111.40	14	\$78.95
Monthly Premium	\$2,257.54	\$2,257.54	\$2,144.00	\$2,144.00	\$2,565.32	\$2,565.32	\$1,901.64	\$1,901.64
Annual Premium	\$27,090.48	\$27,090.48	\$25,728.00	\$25,728.00	\$30,783.84	\$30,783.84	\$22,819.68	\$22,819.68
\$ Increase	N/A	N/A	-\$1,362.48	-\$1,362.48	\$3,693.36	\$3,693.36	-\$4,270.80	-\$4,270.80
% Increase	N/A	N/A	-5.0%	-5.0%	13.6%	13.6%	-15.8%	-15.8%

Town of Lake Park

Dental Insurance Renewal Evaluation

Effective Date: October 1, 2014

Current

Alternative #6

SCHEDULE OF BENEFITS

Mettife
PPO Plan

Delta Dental
PPO Plan

Plan Basics

	In Network	Out of Network	In Network	Out of Network
Calendar Year Maximum	\$1,000		\$1,000	
Deductibles				
Single	\$25	\$50	\$50	\$50
Family	\$75	\$150	\$150	\$150
Deductible Waived for Preventative Svcs	Yes	Yes	Yes	Yes

Benefits

Preventative	100%	100%	100%	100%
Basic	95%	80%	100%	100%
Major	50%	50%	50%	50%
Orthodontia	50%	50%	50%	50%

Service Information

Out of Network Benefits Payable Level	90th UCR	Maximum Allowable Charge
Waiting Period for Major Services (Timely Entrants)	None	None
Endodontics/Periodontics Payable Level	Basic	Basic
Orthodontic Lifetime Maximum	\$1,000	\$1,000
Rate Guarantee	Expires 09/30/14	12 Months

Total Cost

Employee	29	\$31.68	\$38.59
Employee + Family	14	\$95.63	\$126.95

Monthly Premium

Employee	\$2,257.54	\$2,896.41
Employee + Family	\$27,090.48	\$34,756.92

Annual Premium

Employee	N/A	\$7,666.44
Employee + Family	N/A	28.3%

EXHIBIT C

Town of Lake Park
Vision Insurance RFP Evaluation
Effective Date: October 1, 2014



SCHEDULE OF BENEFITS	CURRENT		Alternative #3		Alternative #4		Alternative #5	
	MetLife (SafeGuard) PPO Plan		EyeMed PPO Plan		Superior Vision PPO Plan		Assurant PPO Plan	

	In Network	Non Network	In Network	Non Network	In Network	Non Network	In Network	Non Network
Exam Copay	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
Materials Copay	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
Frequency								
Exam Copay	12 months	12 months	12 months	12 months	12 Months	12 Months	12 months	12 months
Lenses	12 months	12 months	12 months	12 months	12 Months	12 Months	12 months	12 months
Frames	24 months	24 months	24 months	24 months	24 Months	24 Months	24 months	24 months
Benefits Payable	Copay	Reimbursement	Copay	Reimbursement	Copay	Reimbursement	Copay	Reimbursement
Eye Exam	\$10	Up to \$35	\$10	Up to \$30	\$10	Up to \$28/\$33	\$10	Up to \$52
Single Lenses	\$25	Up to \$25	\$25	Up to \$25	\$25	Up to \$28	\$25	Up to \$55
Bifocal Lenses	\$25	Up to \$35	\$25	Up to \$40	\$25	Up to \$40	\$25	Up to \$75
Trifocal Lenses	\$25	Up to \$45	\$25	Up to \$60	\$25	Up to \$53	\$25	Up to \$95
Lenses and Frames	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement
Contact Lenses (Elective)	Up to \$135	Up to \$100	Up to \$135, then 15% Discount	Up to \$108	Up to \$135	Up to \$100	Up to \$130	Up to \$105
Contact Lenses (Medically Necessary)	Up to \$250	Up to \$250	Paid in Full	Up to \$210	Up to \$135	Up to \$210	Up to \$250	Up to \$250
Frames	Up to \$100	Up to \$65	Up to \$100 then 20% Discount	Up to \$50	Up to \$100	Up to \$46	Up to \$130, then 20% Discount	Up to \$57
Rate Guarantee	Expires 09/30/2014		12 months		48 Months		12 Months	
Employee	25	\$5.41	\$5.47	\$5.76	\$5.01		\$5.01	
Employee + Dependents	16	\$13.10	\$13.93	\$13.95	\$16.02		\$16.02	
Monthly Premium	\$344.85	\$359.63	\$4,315.56	\$177.36	\$367.20	\$4,406.40	\$268.20	\$440.64
Annual Premium	\$4,138.20	\$4,315.56	\$177.36	\$177.36	\$4,406.40	\$268.20	\$440.64	\$440.64
% Increase	N/A	N/A	4.3%	4.3%	6.5%	6.5%	10.6%	10.6%

EXHIBIT D



THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,
INC.

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 8th day of August 2014 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2014 and ending September 30, 2015, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Elder care resource and referral per contract year

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our two locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 65 employees, payable in advance at the beginning of each fiscal quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$659.10 or \$2,636.40 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' two locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

XII. DEFINITIONS:

"Eligible family member" includes an employee's legal spouse, an employee's unmarried children under the age of 19, and employee's unmarried children under the age of 22 who are full-time students, and the domestic partner of the employee. "EAP" is the Employee Assistance Program.

XIII. MISCELLANEOUS:

A. Enforceability

If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement, and such term or condition except to such extent or in such application, shall not

be affected hereby and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

B. Notice

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly made if hand delivered, mailed from within the United States by certified or registered mail.

1. If to the Company in care of

Bambi McKibbon-Turner
Human Resource Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dr. Thomas Greer
Chief Executive Officer
The Center For Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

or to such other addresses as any other party may have designated by like notice forwarded to the other party hereto. Notices other than those dealing with a change of address shall be deemed given when mailed using United States Postal Service mail or hand delivered. Change of address notices shall be deemed given when received.

C. Application of Florida Law

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

D. Counterparts

This Agreement may be executed by any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. Assignment

CFS may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of the Company. The Company may not assign its rights or obligations without prior written consent of CFS.

F. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties and supersedes all prior negotiations, understandings, representations (if any), and agreements made by and between the parties. This Agreement shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by CFS and an authorized representative of the Company.

G. Litigation

In the event of litigation between the parties hereto arising out of or to settle issues or disputes arising under this Agreement, the prevailing party in such litigation shall be entitled to recover against the other party its costs including reasonable attorney's fees, which shall include any fees and costs attributable to trial, appellate, or post judgment proceedings.

IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES:

(1) *Vivian M. [Signature]*

by: *Dale S. Sugerman*
Its TOWN MANAGER
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

(1) _____

By: _____
Chief Executive Officer
"CFS"



COPY OF
CURRENT
CONTRACT

THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY,
INC.

LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT made this 27th day of August 2013 between THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC., hereinafter referred to as "CFS", and the TOWN OF LAKE PARK referred to as "the Company."

WHEREAS, the Company desires to retain CFS with expertise in the Employee Assistance Program (EAP) and Drug Free Workplace Program (DFWP) Services and CFS agrees to be retained to provide services as called for in this agreement. Therefore, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be in full force and in effect for the period beginning October 1, 2013 and ending September 30, 2014, unless terminated earlier pursuant to Section XI.

II. SERVICES TO BE PERFORMED BY CFS:

A. CFS shall perform for the Company's employees and their eligible family members, unlimited sessions for the following EAP services. If multiple family members attend a session as a group, each individual family member will use one of their allotted number of sessions.

1. Marital counseling
2. Divorce adjustment counseling
3. Job related counseling
4. Parent/child counseling
5. Substance abuse assessment and counseling or referral
6. Counseling related to the problems of older persons
7. Counseling or referral related to physical or developmental disabilities
8. Mental Health assessment and counseling
9. Elder care resource and referral per contract year

Life Enrichment EAP is a program of The Center for Family Services of Palm Beach County

B. CFS further agrees to provide to the Company:

1. Technical assistance in the development of EAP policies & procedures
2. Case management (coordination of community resources, follow-up and case advocacy)
3. Referral to specialized services not offered by CFS, but required by an employee/eligible family member
4. One two hour Supervisory Training session
5. Telephone consultation with EAP staff or CFS as necessary
6. On-site consultation by CFS staff in those cases where CFS deems it necessary
7. Priority for EAP appointments
8. Benefit Talks / Fairs as needed
9. New Employee Orientation
10. Annual Drug Free Workplace Training
11. Three one hour Worksite Seminars
12. One Critical Incident Stress Debriefing (CISD)

III. SERVICE LOCATIONS:

The services under this Agreement will be provided at CFS locations or those of its network agencies.

IV. METHOD OF INTAKE:

Employees/eligible family members desiring counseling or assistance should call the Center at 1-800-404-7960. Within 24 hours of an initial call, CFS will notify employees/eligible family members of an appointment time to occur within three (3) working days. For those employees/eligible family members that CFS considers to have an emergency, CFS will grant an appointment within 4 hours of an initial call. For urgent care, an appointment will be made within 24 hours. These appointments can be made at any one of our two locations.

V. EMPLOYEE AWARENESS:

Whenever the Company deems it necessary to communicate the benefits of the counseling program to the Company's employees/eligible family members, the Company shall provide for and incur all related mailing expenses. CFS agrees to provide the printed material to be enclosed.

VI. REPORTING:

CFS agrees to provide annual utilization reports to the Company. The reports will include statistics for the preceding year including the number of new employees/eligible family members seen, the number of new cases opened, and the number of cases closed, as well as year-to-date statistics.

VII. CONFIDENTIALITY:

Employees/eligible family members who utilize the counseling services are entitled to privacy. CFS will maintain a confidential relationship with all employees/eligible family members within the limitations of the law. No reports which contain any identifying information will be provided to the Company without the knowledge, approval and written consent of the employee or eligible family member. Likewise, information learned about the Company, such as salaries, personnel problems, etc., are treated in a confidential manner.

VIII. PAYMENT TO CFS:

The Company agrees to pay CFS for all services performed pursuant to this Agreement at the rate of:

\$3.38 per employee per month, based upon 65 employees, payable in advance at the beginning of each fiscal quarter of the year and by the first of each quarter (October 1, January 1, April 1, and July 1.) This amounts to four (4) payments of \$659.10 or \$2,636.40 per year. If the number of employees varies (+) or (-) 5% the necessary cost adjustments will be made on a quarterly basis.

Supervisory training sessions, other than the initial session provided in section II-B 4, shall be performed at a cost of \$250.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the initial sessions provided in section II-B11, may be performed at a cost of \$250.00 per hour. Critical Incident Stress Debriefing interventions, other than the initial debriefing provided in section II-B12, shall be performed at a cost of \$250.00 per hour. However, the one debriefing included in the contract is performed up to three hours at no charge. Any additional hours of debriefing relating to the same event will be charged at a cost of \$125.00 per hour.

IX. RELATIONSHIP BETWEEN THE PARTIES:

CFS's relationship to the Company created by this Agreement is that of an independent contractor and not an employee, agent, partner or joint venturer with the Company. The Company is only interested in the results of CFS' performance under this Agreement. No agent, employee or servant of CFS, including the EAP Director will be or will be deemed to be, the employee, agent or servant of the Company and the Company agrees not to hire any such individual during the course and duration of this Agreement. CFS shall assume all responsibility for the payment of wages and benefits to its agents, employees, and servants, if any, for services performed by them under this Agreement. None of the benefits provided by the Company to its employees, including, without limitation, compensation insurance and unemployment insurance, will be available to CFS or its agents, employees or servants. CFS will assume full responsibility for the payment of all federal, state and local taxes or other contributions imposed or required under unemployment, social security and income tax laws, with respect to CFS's engagement by the Company under this

agreement.

X. CONTINUITY OF CARE:

Should the counseling needs exceed the designated number of sessions allowed pursuant to Section II, employees / eligible family members may continue sessions without interruption based on a CFS sliding fee scale, payable at time of service, and are responsible for their fees. If the employer wishes to pay for extended sessions for employees, the rate for the session is \$150.00 per hour billed monthly. Should this Agreement terminate pursuant to Section XI or by non-renewal, employees / eligible family members may elect to continue counseling and pay out of pocket or use insurance benefits based on CFS' fee schedule. Upon termination of an employee, the employee / eligible family member receiving services may also convert to self-pay or use CFS' fee schedule and shall be responsible for her/his own fees.

USE OF OUTSIDE PROVIDERS:

The only time authorization is approved by EAP Director for use of an outside provider for counseling, is when an employee's access to CFS' two locations is beyond a twenty mile radius. In the event authorization is granted for use of outside provider, the number of sessions offered may be limited. On contracts that offer "unlimited" number of sessions to their employees, CFS will not grant the use of "unlimited" sessions for outside providers. The employee must come to a CFS office location to be eligible for the "unlimited" sessions. Otherwise, employee may be responsible for additional fees to the outside provider.

XI. TERMINATION:

This Agreement is subject to termination, prior to its expiration, upon either party delivering to the other a written notice of intention to terminate this Agreement, which shall become effective ninety (90) days thereafter. Unless otherwise terminated by either party, this Agreement is to be renegotiated at the end of each contract period.

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Bambi McKibbon-Turner
Human Resource Director
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Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Chief Executive Officer
The Center For Family Services
4101 Parker Avenue
West Palm Beach, Florida 33405

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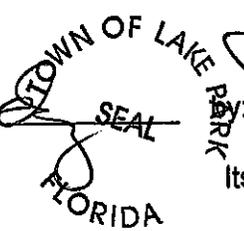
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IN WITNESS WHEREOF, the parties hereunto executed this Agreement the day and year first above written

TOWN OF LAKE PARK

WITNESSES:

(1) Vincent [Signature]  [Signature]
its Mayor - Town of Lake Park
"the Company"

THE CENTER FOR FAMILY SERVICES OF
PALM BEACH COUNTY, INC.

(1) Barbara Hernandez LMC By: Barbara Hernandez LMC
Manuela Pacheco Interim - Chief Executive Officer
"CFS"