

RESOLUTION NO. 55-09-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE TOWN MANAGER TO A EXECUTE CONTRACT WITH BLUE CROSS BLUE SHIELD OF FLORIDA FOR EMPLOYEE HEALTH INSURANCE COVERAGE AND A 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 health insurance coverage and an employee assistance program for Fiscal Year 2007; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the Medical Insurance Renewal Evaluation effective October 1, 2006 presented by Gehring Group, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, for the provision of health insurance coverage for Fiscal Year 2007; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town of Lake Park and its employees to execute the Contract with Blue Cross Blue Shield for one of the alternate health insurance plans outlined in the evaluation, and a Contract with the Center for Family Services of Palm Beach County, Inc., for an employee assistance program. A copy of the Center for Family Services of Palm Beach County Inc. Contract for an employee assistance program is attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the Town Commission of the Town of Lake Park has directed that adequate funds be allocated for such coverage in Fiscal Year 2007.

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 execute the application form with Blue Cross Blue Shield for one of the alternate plans outlined in the Medical Insurance Renewal Evaluation presented by Gehring Group.

Section 3. The Town Commission hereby authorizes and directs the Town Manager to execute the Contract (attached hereto as **Exhibit "B"**) with the Center for Family Services of Palm Beach County, Inc. for the employee assistance program for FY 2007.

Section 4. This Resolution shall become effective immediately upon adoption.

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

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	_____
VICE-MAYOR ED DALY	<u>X</u>	_____
COMMISSIONER CHUCK BALIUS	<u>X</u>	_____
COMMISSIONER JEFF CAREY	<u>X</u>	_____
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	_____

The Town Commission thereupon declared the foregoing Resolution NO. 55-09-06 duly passed and adopted this 20 day of September, 2006.

TOWN OF LAKE PARK, FLORIDA


BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

Town of Lake Park
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2006

SCHEDULE OF BENEFITS	CURRENT		RENEWAL		ALTERNATE PLAN 1		ALTERNATE PLAN 2	
	BlueCross BlueShield of Florida BlueCare HMO Plan 15 In Network	BlueCross BlueShield of Florida BlueCare HMO Plan 15 Out of Network	BlueCross BlueShield of Florida BlueCare HMO Plan 15 In Network	BlueCross BlueShield of Florida BlueCare HMO Plan 15 Out of Network	BlueCross BlueShield of Florida BlueOptions PPO Plan 1462 In Network	BlueCross BlueShield of Florida BlueOptions PPO Plan 1462 Out of Network	BlueCross BlueShield of Florida BlueOptions PPO Plan 1457 In Network	BlueCross BlueShield of Florida BlueOptions PPO Plan 1457 Out of Network
Plan Basics	Unlimited	Unlimited	Unlimited	\$5 million	\$5 million	\$5 million	\$5 million	
Lifetime Maximum								
Out of Pocket CYM								
Single	\$1,500	\$1,500	\$1,500	\$5,000	\$2,500	\$2,500	\$4,000	
Family	\$3,000	\$3,000	\$3,000	\$10,000	\$5,000	\$5,000	\$8,000	
Calendar Year Deductible								
Single	No Deductible	No Deductible	No Deductible	\$500	\$500	\$300	\$300	
Family	No Deductible	No Deductible	No Deductible	\$1,500	\$1,500	\$900	\$900	
Coinsurance	No Coinsurance	No Coinsurance	No Coinsurance	20%	20%	10%	40%	
Physician Services								
Primary Care Physician	\$15	\$15	\$15	50%	\$15	\$15	40%	
Specialist	\$35	\$35	\$35	50%	\$30	\$30	40%	
Pre-Natal	\$15 / \$35	\$15 / \$35	\$15 / \$35	50%	\$15 / \$30	\$15 / \$30	40%	
Physical Exam Benefit	\$15	\$15	\$15	Not Covered	\$150 CYM	\$150 CYM	Not Covered	
Chiropractic Services	\$35	\$35	\$35	50%	\$30	\$30	40%	
Laboratory Services	No Charge	No Charge	No Charge	50%	No Charge	No Charge	40%	
Diagnostics / Surgical Center	No Charge	No Charge	No Charge	50%	\$100	\$75	40%	
Hospital Services								
Inpatient Hospital	\$150/day (\$750 max)	\$150/day (\$750 max)	\$150/day (\$750 max)	50%	Tier 1 / Tier 2 / Tier 3	Tier 1 / Tier 2 / Tier 3	40%	
Outpatient Hospital	\$200	\$200	\$200	50%	\$600 / \$1,000 / \$1,500	\$500 / \$750 / \$1,000	40%	
Emergency Room	\$50	\$50	\$50	200	\$100 / \$200 / \$300	\$100 / \$200 / \$300	40%	
Physician Services	No Charge	No Charge	No Charge	50%	No Charge	\$100	\$200	
Ambulance	No Charge	No Charge	No Charge	50%	20%	10%	40%	
Outpatient Therapy	No Charge	No Charge	No Charge	50%	20%	10%	40%	
Mental and Nervous Services								
Inpatient Hospital	30 days CYM; 20 visits CYM	30 days CYM; 20 visits CYM	30 days CYM; 20 visits CYM	30 days CYM	30 days CYM	30 days CYM	30 days CYM	
Outpatient Services	\$150/day (\$750 max)	\$150/day (\$750 max)	\$150/day (\$750 max)	50%	\$600 / \$1,000 / \$1,500	\$500 / \$750 / \$1,000	40%	
Substance Abuse Services								
Inpatient Hospital	Detoxification Only/44 visits LTM	Detoxification Only/44 visits LTM	Detoxification Only/44 visits LTM	50%	\$30	\$30	40%	
Outpatient Hospital	\$150/day (\$750 max)	\$150/day (\$750 max)	\$150/day (\$750 max)	50%	30 days CYM; 20 visits CYM	30 days CYM; 20 visits CYM	40%	
Pharmacy Plan								
Generic	\$7	\$7	\$7	50%	\$15	\$15	\$10	
Preferred Brand	\$20	\$20	\$20	50%	\$30	\$30	\$25	
Non Preferred Brand	\$35	\$35	\$35	50%	\$50	\$50	\$40	
Mail Order Copay	2x	2x	2x	2x	2x	2x	2x	
Employee	\$358.96	\$435.43	\$358.96	\$354.98	\$378.19	\$378.19	\$378.19	
Employee + Spouse	\$754.34	\$901.34	\$754.34	\$734.82	\$782.85	\$782.85	\$782.85	
Employee + Child(ren)	\$627.91	\$818.60	\$627.91	\$667.38	\$711.00	\$711.00	\$711.00	
Family	\$1,023.29	\$1,382.49	\$1,023.29	\$1,127.08	\$1,200.75	\$1,200.75	\$1,200.75	
Monthly Premium	\$22,653.98	\$28,176.64	\$22,653.98	\$22,970.98	\$24,472.65	\$24,472.65	\$24,472.65	
Annual Premium	\$271,847.76	\$338,119.68	\$271,847.76	\$275,651.76	\$293,671.90	\$293,671.90	\$293,671.90	
\$ Increase	N/A	\$66,271.92	N/A	\$3,804.00	\$21,824.04	\$21,824.04	\$21,824.04	
% Increase	N/A	24.4%	N/A	1.4%	8.0%	8.0%	8.0%	

Town of Lake Park
 Medical Insurance Renewal Evaluation
 Effective Date: October 1, 2006



CURRENT BlueCross BlueShield of Florida
 BlueCare HMO Plan 15
ALTERNATE PLAN 3 BlueCross BlueShield of Florida
 BlueOptions PPO Plan 1667

SCHEDULE OF BENEFITS	BlueCross BlueShield of Florida BlueCare HMO Plan 15 In Network	BlueCross BlueShield of Florida BlueOptions PPO Plan 1667 In Network	Out of Network
Plan Basics			
Lifetime Maximum	Unlimited		\$5 million
Out of Pocket CYM			
Single	\$1,500		\$2,500
Family	\$3,000		\$5,000
Calendar Year Deductible			
Single	No Deductible	No Deductible	\$500
Family	No Deductible	No Deductible	\$1,500
Coinsurance	No Coinsurance	20%	40%
Physician Services			
Primary Care Physician	\$15	\$15	\$30
Specialist	\$35	\$30	\$45
Pre-Natal	\$15 / \$35	\$15 / \$30	\$30 / \$45
Physical Exam Benefit	\$15	\$150 CYM	Not Covered
Chiropractic Services	\$35	\$30	40%
Laboratory Services	No Charge	No Charge	40%
Diagnostics / Surgical Center	No Charge	\$100	40%
Hospital Services		Tier 1 / Tier 2 / Tier 3	
Inpatient Hospital	\$150/day (\$750 max)	\$600 / \$900 / \$1,200	\$1,200
Outpatient Hospital	\$200	\$200 / \$300 / \$400	\$400
Emergency Room	\$50	\$100	\$200
Physician Services	No Charge	No Charge	40%
Ambulance	No Charge	20%	40%
Outpatient Therapy	No Charge	20%	40%
Mental and Nervous Services			
Inpatient Hospital	30 days CYM; 20 visits CYM	\$600 / \$900 / \$1,200	30 days CYM; 20 visits CYM
Outpatient Services	\$150/day (\$750 max)	\$30	40%
Substance Abuse Services			
Inpatient Hospital	Detoxification Only/44 visits LTM	30 days CYM; 20 visits CYM (Detox Only)	40%
Outpatient Hospital	\$150/day (\$750 max)	\$600 / \$900 / \$1,200	40%
Pharmacy Plan			
Generic	\$7	\$30	\$15
Preferred Brand	\$20	\$30	\$30
Non Preferred Brand	\$35	\$50	\$50
Mail Order Copay	2x	2x	2x
Employee	30	\$358.96	\$386.93
Employee + Spouse	7	\$754.34	\$800.95
Employee + Child(ren)	4	\$627.91	\$727.43
Family	4	\$1,023.29	\$1,228.51
Monthly Premium		\$22,653.98	\$25,038.31
Annual Premium		\$271,847.76	\$300,459.72
\$ Increase		N/A	\$28,611.96
% Increase		N/A	10.5%



August 16, 2006

Town Manager
 The Town of Lake Park
 535 Park Avenue
 Lake Park, Florida 33403

Dear Doug,

Life Enrichment EAP is pleased to provide our services to the employees at The Town of Lake Park for the next contract year of October 1, 2006 through September 30, 2007. There will be no increase in the fee of \$3.05 per employee per month. With your approval, all terms and conditions of your EAP Agreement will remain in effect. Please sign both copies of the contract; retain one copy for your records, and return the other to:

The Center for Family Services
 EAP Department
 471 Spencer Drive
 West Palm Beach, FL 33409

Please feel free to contact us if you have any questions regarding your contract renewal.

We are pleased to be your EAP provider of choice, and look forward to providing you with the highest quality of service possible.

Sincerely,

Michele Romaglino
 EAP Marketing Representative

RECEIVED

OCT - 4 2006

LAKE PARK
TOWN CLERK'S OFFICE

**THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.
LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM**

AGREEMENT made this 16th of August 2006 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:

TERM OF AGREEMENT

- I. This Agreement shall be in full force and in effect for the period beginning October 1, 2006 and ending September 30, 2007, 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:

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. Unlimited Legal/ Financial Consultations provided by CLC
10. 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 quarterly
9. New Employee Orientation
10. Annual Drug Free Workplace Training for employees & supervisors
11. Three Worksite Seminars on a variety of topics

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 three 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:

\$3.05 per employee per month, based upon 75 employees, payable in advance at the beginning of each annual 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 \$686.25 or \$2,745.00 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 sessions provided in section II B 4 and II B 10, shall be performed at a cost of \$125.00 per hour. In addition to those services performed pursuant to the agreement, including employee seminars on a variety of subjects, other than the three provided in section II B 11, may be performed based upon the flat per-service amount of \$125.00 per hour. Critical Incident Stress Debriefing interventions will be charged at \$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, with 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 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.

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 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. "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

Cindy Sementelli
Interim Town Manager
The Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Executive Director
The Center For Family Services
471 Spencer Drive
West Palm Beach, Florida 33409

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

THE TOWN OF LAKE PARK

WITNESSES:

(1) Paula McKittrick Sumner by: Christina R. Jernsten
(2) Union Mendez Its Interim Town Manager
"the Company"

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

(1) Judith E. Helms By: Darla Leslie
Executive Director
(2) Dorothy Boag "CFS"



**THE CENTER FOR FAMILY SERVICES OF PALM BEACH COUNTY, INC.
LIFE ENRICHMENT EMPLOYEE ASSISTANCE PROGRAM**

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Town Manager
The Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

2. If to CFS in care of

Dorla Leslie
Executive Director
The Center For Family Services
471 Spencer Drive
West Palm Beach, Florida 33409

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.

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