



CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Renewal of Dental Claims Administration and Amendment to Business Associates Agreement with Stanislaus Foundation for Medical and Dental Care.

MEETING DATE: August 3, 2011

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving renewal of Dental Claims Administration and amendment to Business Associates Agreement with Stanislaus Foundation for Medical and Dental Care.

BACKGROUND INFORMATION: The City of Lodi uses Stanislaus Foundation for Medical and Dental Care in the administration of the Dental plan offered to the City's full-time employees. Stanislaus Foundation provides record maintenance in connection with the services to be performed and

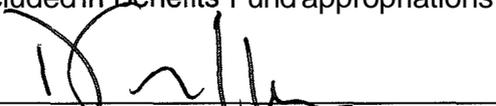
handles the processing of all claims submitted under this plan. Stanislaus Foundation is holding its fees flat for the amendment period of July 1, 2011 to June 30, 2013.

The changes to the Business Associates Agreement incorporate changes to the Health Insurance Portability & Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

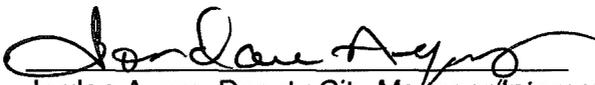
The term of this agreement shall begin on July 1, 2011 and continue in effect until June 30, 2013. This contract shall be automatically renewed for an additional one-year term unless notice of intent not to renew is given by one party to the other party at least 60 days prior to the termination date of the current term.

FISCAL IMPACT: Annual cost of approximately \$24,000.

FUNDING AVAILABLE: Included in Benefits Fund appropriations (270207).

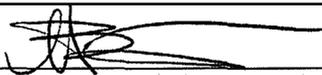


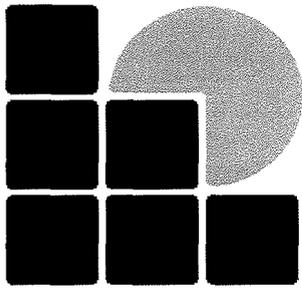
 Dean Gualco, Human Resources Manager



 Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED: _____


 Konrad Bartlam, City Manager



Dental Claims Administration Agreement

City of Lodi

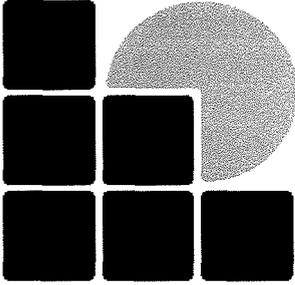
SUBMITTED BY

Stanislaus Foundation for Medical Care

2339 St. Paul's Way, Modesto CA 95355
PO Box 576007, Modesto CA 95357-6007
1-800/ 962-SFMC (7362)
e-mail: sms@stanislausmedicalsociety.com

(209) 527-1704

July 2011



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ('AGREEMENT') is made as of 07/01/2011, by and between **CITY OF LODI** ('PLAN') and **STANISLAUS FOUNDATION FOR MEDICAL CARE** ('SFMC').

1. Administrative Services

- A. PLAN hereby retains SFMC to perform, and SFMC hereby agrees to perform the administrative services specified hereto. SFMC shall perform its services in accordance with PLAN's dental benefit plan in effect, and such written policies and procedures of PLAN as PLAN may, from time to time, furnish to SFMC.
- B. The parties agree that the services to be performed by SFMC hereunder are ministerial in nature and shall always be performed within the framework of policies, interpretations, rules, practices, and procedures of SFMC. PLAN shall be solely responsible for the quality and cost of the advice and/or services furnished to PLAN by PLAN's legal counsel, actuaries, certified public accountants, investment counselors, investment analysts, medical professionals or groups, or similar individuals or organizations who may perform services relating to the plan on behalf of PLAN; and SFMC shall have no responsibility therefore under any circumstances.

2. Compensation

- A. PLAN shall pay SFMC each month for the services to be performed hereunder, a base fee as shown below for each participating single person or family covered by PLAN for any portion of the month in question.

TIME PERIOD

The term of this contract shall begin at 12:01 A.M. on 07/01/2011, and shall continue in effect until 12:00 midnight, 06/30/2013. This contract shall be automatically renewed for additional one-year term unless notice of intent not to renew is given by one party to the other party at least sixty (60) days prior to the termination date of the current term.

FEES

After the term of this agreement, the fees may be evaluated for possible increase. SFMC shall have the further right to request to adjust the base fee upon:

1. Any change in the scope of work to be performed hereunder, as reasonably determined by SFMC; or
 2. A decrease of at least 20% in the number of participating employees at the time this agreement is implemented or renewed, or at the time of any subsequent price adjustment.
 3. Should postal rates increase, SFMC reserves the right to adjust the administration fee to meet our costs.
- B. SFMC shall provide PLAN with a monthly statement of the above fees by the fifth business day of each month, based on its best estimate of the number of participants. Said estimate shall be based on the most recent eligibility information provided by PLAN. Deletions of participants without payment of SFMC's fees, by reason of their prior termination, errors, etc. is permitted only before the end of the month. Additions, with the retroactive payment of fees, may occur at any time. Where the actual number of participants is different from the estimate; there shall be an appropriate fee adjustment in the subsequent month. SFMC is authorized to invoice PLAN for its fees and expenses, and those of brokers and insurance premiums as appropriate. PLAN shall make payment to SFMC by check or wire transfer. PLAN shall immediately notify SFMC of any change in these vendors or the amounts due them.

3. Term

- A. This AGREEMENT shall continue through June 30, 2013. Not later than 60 days prior to the Termination Date; or, if the AGREEMENT has been extended or renewed, the next anniversary date of such Termination Date, either party may give written notice of its intent to cancel this AGREEMENT effective on the Termination Date, or any anniversary date thereof in the case of an extension or renewal. If no notice of termination is timely given, this AGREEMENT shall automatically renew for an additional one year term with the pricing adjustments contained in Exhibit C "Administration Fees".
- B. Upon termination of this AGREEMENT, other than as the result of PLAN's breach or default, SFMC shall co-operate fully with PLAN to assure an orderly transition of services to its successor. The foregoing shall not be deemed to prohibit SFMC from formatting the data to be returned in a fashion as is likely to protect SFMC's trade secret information regarding data base design and structure. PLAN agrees to compensate SFMC for the time spent in connection with all such transition services at SFMC's prevailing rates in effect at such time and for such other expense as SFMC incurs.

- C. SFMC shall have no responsibility for any claims received after the termination of the AGREEMENT, other than to forward any claim forms received to PLAN or its designated agent, at PLAN's cost. SFMC's responsibility for claims pending at the time their AGREEMENT is terminated shall cease 15 days following said termination; and, following payment in full of all amount owed SFMC by PLAN, SFMC shall promptly deliver the appropriate files to PLAN or its designated agent, at PLAN's expense.

4. Records and Files

- A. SFMC agrees that the records maintained by it in connection with the services to be performed hereunder are and shall remain the property of PLAN, and PLAN and its representatives shall have reasonable access thereto during SFMC's normal business hours, and after making mutually convenient arrangement. SFMC shall maintain hard copy records for ~~two~~ years from receipt and shall turn over older records to PLAN for storage at PLAN's expense. Upon termination of AGREEMENT and upon payment in full of all amounts owed SFMC by PLAN, SFMC shall return all data relating to employee claims and all other relevant files to PLAN, at PLAN's expense. PLAN agrees to maintain all records for the period required by law for insurance records. At the time of delivery, or thereafter at its option, SFMC shall be entitled, at PLAN's expense, to make paper copies of all records. PLAN agrees to give SFMC unrestricted access to original records in the event that such access is requested by SFMC for any legitimate purpose, including as a result of any litigation or similar proceeding. SFMC shall also be entitled to make all records available at any time to any governmental agency that requests them.

5. Hold Harmless

- A. In the event that suit is brought against PLAN or SFMC for torts, wrongful acts or omissions, or misrepresentations which stem solely from acts committed by employees of SFMC, in relation to this Agreement, SFMC agrees to hold PLAN harmless for said acts and to assume any and all legal expenses incurred defending said suit and to relieve PLAN of any and all financial obligations or awards as a result of said suit or the compromise and settlement thereof.
- B. In the event that suit is brought against SFMC or PLAN for torts, wrongful acts or omissions, or misrepresentations which stem solely from acts committed by employees of PLAN, in relation to this Agreement, PLAN agrees to hold SFMC harmless for said acts and to assume any and all legal expenses incurred defending said suit and to relieve SFMC of any and all financial obligations or awards as a result of said suit or the compromise and settlement thereof.

6. Responsibilities & Relationships

PLAN is:

- A. The Plan Administrator, for purposes of ERISA and the Internal Revenues Code of **1954**, as amended, is solely responsible for all duties imposed on the Plan Administrator by these and other laws.
- B. Responsible for the final determination of all claims and the appeals process relating thereto and for following the procedures described in the Plan Document.
- C. Responsible for supplying adequate eligibility and other information on a timely basis to enable SFMC to effectively carry out its duties. SFMC shall be entitled to fully rely on the adequacy and accuracy of such data.
- D. Responsible for providing a Plan Document and a Summary Plan Description, which emit the requirements of ERISA. SFMC may be engaged to produce said documents as provided in the following description of Administrative Services.
- E. Responsible for adequately funding the PLAN and reconciling its bank account.

SFMC shall not:

- A. Under any circumstances be liable or reconcile for any policy decisions of the PLAN, the adequacy of funding, or any other functions, which are the responsibility of PLAN.
- B. Be construed to be, or required to take any action, which might make it appear to be, a Plan Trustee or Plan Administrator (as defined in ERISA). Its duties are agreed to be limited to purely ministerial functions and shall include no other.

7. Notice

Any notice to be given this AGREEMENT shall be in writing, and if given by mail, shall be sent by certified or registered mail, return receipt requested. All notices shall be deemed to have been given when personally delivered or three days after deposit in the U.S. mails. The following addresses shall be used, subject to written notification of change, for billings, correspondence, and notices:

PLAN: City of Lodi
PO Box 3006
Lodi CA 95241

SFMC: Joanne A. Chipponeri
Chief Executive Officer
Stanislaus Foundation for Medical Care
PO Box 576007
Modesto, Ca 95357-6007

8. Standard Provisions

The Standard Provisions attached hereto are hereby incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the date herein above stated.

**STANISLAUS FOUNDATION FOR
MEDICAL CARE**

CITY OF LODI



Joanne A. Chipponeri

By: _____

Title: Chief Executive Officer

Title: _____

Date: 07/18/2011

Date: _____

EXHIBIT "A"

CLAIMS ADMINISTRATION

Administrative Services

The FOUNDATION shall process claims presented under the plan established by PAYOR for its designated beneficiaries. The specific tasks to be performed by the FOUNDATION include, but are not limited to, the following:

- 9 Receive claim documents from the PLAN participants and verify their eligibility for benefits upon information provided by PLAN.
- 9 Correspond with claimants regarding any additional information needed to process a claim.
- 9 Review all claims thoroughly to determine that all charges are necessary, usual, reasonable and customary.
- Receive and enter all claims based on the information presented for payment. Claims (90%), which are complete, shall be entered into SFMC's computer within 1-18 calendar days following receipt. If additional information is necessary, SFMC shall request the information promptly.
- 9 Prepare payments to either the provider or claimant as directed by the claim form.
- 9 Invoice PLAN from check registers of processed claims. Plan to pay SFMC by check or wire transfer. Checks will be mailed to providers or employees once funding is received.
- 9 Notify claimants, in writing, of the reasons for denial of any claim.
- Answer all telephone and mail inquiries from Participants as to benefits provided.
- 9 Provide information to providers of care as to eligibility of participants based upon information provided by PLAN.
- 9 Establish and maintain files on all claimants showing all claims, whether paid or denied.
- 9 Provide PLAN with such additional data and reports regarding PLAN utilization as may be mutually agreed between PLAN and SFMC from time to time.
- 9 Cooperate fully with PLAN and its representatives including, but not limited to, legal counsel, actuaries, accountants and brokers.
- 9 If requested by PLAN, SFMC shall arrange for the printing of specialized forms such as claim forms, checks, plan booklets, explanations of benefits, stationery, and ID cards needed to administer the PLAN. Such printing and SFMC's time, at its then prevailing hourly rates, shall be at PLAN's expense.

EXHIBIT " B

STANDARD PROVISIONS

1. Except in the case of SFMC's willful misconduct or gross negligence, SFMC's liability under this AGREEMENT shall be limited to performance of the tasks stated and/or correcting its errors. SFMC shall not, under any circumstances, be liable for consequential or special damages, or for delays or other problems caused by strikes, lockout, riots, war, fire, acts of God, governmental regulations, or any other cause beyond its reasonable control.
2. SFMC and PLAN each agree not to offer employment to, during the term of this AGREEMENT (including extensions), and for 180 days thereafter, any employee of the other without obtaining the employer's prior written consent. Since the damages incurred by an employer from the **loss** of a trained employee are very difficult to assess or determine, the parties agree to pay liquidated damages for breach of this provision equal to the higher of the new or old annual salary of the person hired without consent.
3. Any controversy which the parties do not resolve between themselves, or any disputed claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration to be held in San Francisco, California, in accordance with the rules of the American Arbitration Association ('AAA'). Should either party make a written request for arbitration, the parties may agree on an arbitrator and submit the case to him. If a single arbitrator is not agreed to, each side shall appoint an AAA approved arbitrator within 10 days and the two arbitrators shall select a third. The decision of the arbitration panel shall be final, and judgment upon the award rendered may be entered into any court having jurisdiction. Attorneys' fee and all costs of arbitration shall be borne by the non-prevailing party or in such other fashion as the arbitrators may decide. If court proceedings are necessary to collect an arbitration award, the prevailing party may also recover the costs thereof together with attorneys' fees.
4. This is a California contract, and shall be interpreted according to the laws of the State of California.
5. This document is the sole agreement between the parties on this subject, and it may only be amended in writing by properly authorized representatives of both parties. No representation or statement not expressly contained in the AGREEMENT shall be binding on SFMC as a warranty or otherwise.
6. PLAN agrees to pay all of SFMC's invoices by the tenth day of the month in which they are dated. A service charge of 1.5% per month, but not more than the maximum permitted by law, shall be added to any invoice that is not paid in full within 30 days. If an invoice remains unpaid after 90 days, this AGREEMENT shall be conclusively deemed to have been breached by PLAN, and all sums due or projected to be due under the contract until its next expiration date shall be immediately due and payable. Such sum shall then bear interest at the rate stated above. PLAN agrees to reimburse SFMC for all legal and other costs incurred by SFMC in collecting sums due hereunder. SFMC may cease all work for PLAN if an invoice is unpaid after 60 days and shall not be required to resume work until all invoices are current, If SFMC is owed any sums under this AGREEMENT, it shall not be required to deliver any records of PLAN to PLAN, notwithstanding any provisions to the contrary elsewhere in this AGREEMENT.

7. PLAN recognizes that in the course of performing its duties under this AGREEMENT SFMC will necessarily reveal to PLAN, and certain of its employees, valuable trade secrets of SFMC including, but not limited to, the design and other features of SFMC's data processing system. PLAN agrees to keep all such information strictly secret, and to alert all its employees to the value of this proprietary information and the need to keep it secret. PLAN further agrees to use all such measures as are reasonable necessary to protect these trade secrets.
8. PLAN recognizes that all printed and visually displayed materials provided to it by SFMC are copyrighted by SFMC whether or not they are so marked. Accordingly, such reports, manuals, screen formats, and other similar materials may not be duplicated by PLAN or any other party. Further, such items are provided to PLAN for its sole use and may not, under any circumstances, be provided or distributed to any other party.
9. This contract is binding upon and shall incur to the benefit of the legal successors and assigns of the party.

ADMINISTRATION FEES

**CITY OF LODI
07/01/2011 TO 06/30/2013
Exhibit "C"**

SERVICE		FEES
Claims Administration		
Medical	\$	
Vision	\$	
Dental	\$	3.55 Per employee per month
Broker	\$	
Panel Access Fee	\$	1.20 Per employee per month
 One-Time Set Up Fee		
Medical	\$	
Vision	\$	
Dental	\$	2.25 Per new enrollee
 Initial Benefit Plan	\$	Included
Additional Benefit Plans @ \$25 each per month	\$	Per month
Custom Programming – PLAN expense	\$	To be determined
 Client Reporting:		
Standard Reports – Monthly Eligibility & Statistics	\$	Included
Custom Reports	\$	Fee negotiable
 Plan Document/Brochure	\$	Not included
 Identification Cards	\$	Included

**STANISLAUS FOUNDATION FOR
MEDICAL CARE**

CITY OF LODI



 Joanne A. Chipponeri

By: _____
 Title: Chief Executive Officer
 Date: 07/18/2011

Title: _____
 Date: _____

**AMENDMENT TO BUSINESS ASSOCIATES AGREEMENT WITH
STANISLAUS FOUNDATION FOR MEDICAL & DENTAL CARE**

This Amendment (the “Amendment”) to the Business Associates Agreement with Stanislaus Foundation for Medical & Dental Care (referred to herein as both “Stanislaus” and as “Business Associate”) is entered into by and between Stanislaus Foundation for Medical & Dental Care and City of Lodi (“Organization”), effective February 17, 2010, for the purpose of bringing the original Business Associates Agreement, also known as the Addendum to the Agreement with Stanislaus and the Organization (the “Agreement”) into compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and their implementing regulations.

RECITALS

- A. Under the above-referenced Agreement, Stanislaus has access to certain Protected Health Information (“PHI”) of the Organization.
- B. Stanislaus and Organization are both required to comply with HIPAA and the HITECH Act, as well as their implementing regulations, to secure the privacy, security, and confidentiality of such PHI.
- C. The parties mutually agree that the Agreement shall be modified, from time to time, upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Stanislaus’ use or disclosure of Organization’s PHI, the Agreement shall be automatically amended such that the obligations imposed on Stanislaus remain in compliance with the final regulation or amendment to final regulation
- D. In order to memorialize continued compliance with HIPAA and the HITECH Act, Stanislaus and Organization hereby agree to amend the Agreement, incorporated herein by reference, **as** set forth below.

AMENDMENT

1. Breach Notification Reporting. Section D, subsection (1), of the Agreement (“Reporting”) is hereby deleted in its entirety and replaced by the following language:

1) **Breach Notification Reporting**. Stanislaus will report to Organization any use or disclosure of Organization’s PHI not permitted by this Agreement, identified in writing by Organization, or otherwise identified as a breach of unsecured PHI in accordance with HITECH, including 42 U.S.C.A. §17932 and regulations under 45 CFR Parts 160 and 164, as amended.

Stanislaus will make the report to Organization's Legal Department not more than thirty (30) days after Stanislaus discovers the breach. Stanislaus shall also conduct a risk assessment to determine whether a breach occurred. Such report shall identify or describe the following:

- a) Identify the affected individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed;
- b) Describe the incident, including the date of the breach and the date of the discovery of the breach, if known;
- c) Identify who made the unauthorized use and/or received the unauthorized disclosure;
- d) Describe the types of unsecured PHI involved in the breach;
- e) Describe any specific steps the individual should take to protect him or herself from potential harm related to the breach;
- f) Describe what Stanislaus is doing to investigate the breach, to mitigate losses and to protect against further breaches;
- g) Provide contact procedures for how the individual can obtain further information from Stanislaus; and
- h) Provide such other information, including the risk assessment analysis prepared by Stanislaus, as reasonably requested by the Organization.

All required notifications to the individuals affected, the Secretary of DHHS and the media shall be the sole responsibility of the Organization, subject to Stanislaus' indemnification obligations under this Agreement; however, Stanislaus shall promptly reimburse Organization for all costs and expenses of any sort incurred by Organization in making required notifications resulting from or attributable to any breach by Stanislaus.

2. Reporting of Improper Disclosures and Security Incidents. The following language is added as subsection (3) to Section D of the Agreement:

3) **Reporting Improper Disclosures and Security Incidents.** As described below, Stanislaus agrees to report to the Organization in writing (a) any use or disclosure of PHI not permitted under 45 CFR §164, Subpart E, this Agreement, or by law, (b) any attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI related to the Organization (referred to herein as a "Security Incident") of which it becomes aware. Stanislaus will make the report to Organization's Legal Department not more than thirty (30) days of discovery, any use or disclosure of the PHI not provided for by this Agreement. Such report shall identify or describe the following:

- a) Identify the nature of the unauthorized use or disclosure or Security Incident;
- b) Identify the PHI affected;
- c) Identify who made the unauthorized disclosure and/or participated in the Security Incident, if known;
- d) Identify what Stanislaus has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure or Security Incident;
- e) Identify what corrective action Stanislaus has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and
- f) Provide such other information, including a written report, as reasonably requested by Organization. Any Security Incident or unauthorized use or disclosure of unsecured PHI shall be reported as required herein.

3. HITECH Act Disclosure Obligations. The following language is added as subsection (4) to Section D of the Agreement (“Disclosure Information”):

4) HITECH Act Disclosure Obligations.

Beginning on February 17, 2010, or such later date as permitted by law or regulation, Stanislaus agrees to comply with the following:

- a) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the HIPAA Security Rule shall apply to Stanislaus in the same manner that such sections apply to Organization. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Stanislaus and shall be and by this reference hereby are incorporated into this Agreement.
- b) Stanislaus may use and disclose PHI that Stanislaus obtains or creates **only** if such use or disclosure, respectively, is in compliance with each applicable requirement of § 164.504(e) of the HIPAA Privacy Rule, relating to Business Associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Organization shall also be applicable to Stanislaus and shall be and by this reference hereby are incorporated into this Agreement.
- c) In accordance with § 164.504(e)(1)(ii) of the HIPAA Privacy Rule, each party agrees that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party’s obligation under

this Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.

d) In addition to its overall obligations with respect to PHI, and the obligations otherwise identified in this Agreement, to the extent required by the HIPAA Security Rule, Stanislaus will:

i) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of Organization as required by HIPAA;

ii) Ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and

iii) Provide aggregate reports to Organization regarding any Security Incident of which it becomes aware in a frequency mutually agreeable to the parties. If a Security Incident results in an unauthorized access, use, disclosure, modification or destruction of information, or interference with system operations, it shall be reported to Organization as soon as practicable upon discovery by Stanislaus. For Security Incidents that do not result in such an outcome ("Unsuccessful Security Incidents"), the parties agree that this paragraph constitutes notice of such Unsuccessful Security Incidents. By way of example, the parties consider such Unsuccessful Security Incidents as including, but not limited to, pings on a firewall, attempts to log on to a system with an invalid password or username, malware and denial-of-service attacks that do not result in a server being taken off-line.

4. Restriction on Sale and Marketing; of PHI. The following language is added as subsection (6) to Section A of the Agreement:

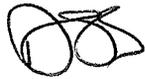
6) **Restriction on Sale and Marketing of PHI.** Stanislaus shall not receive direct or indirect payment in exchange for any PHI relating to the Organization's Protected Health Information, including electronic health records, unless Stanislaus receives authorization by all affected individuals, except as permitted under HITECH including 42 U.S.C.A. §17935(d). Additionally, Stanislaus shall not receive direct or indirect payment for marketing communications which include PHI relating to the Organization's Protected Health Information without authorization from the affected individuals, unless such communication is permitted under the HIPAA Privacy Regulations and HITECH, including 42 U.S.C.A. §17936.

IN WITNESS WHEREOF, Organization and Stanislaus execute this Amendment to the Business Associates Agreement with Stanislaus Foundation for Medical/Dental Care, on the date written below.

Stanislaus Foundation for Medical/Dental Care Joanne A. Chipponeri, CEO	City of Lodi
By: 	By:
Its: Chief Executive Officer	Its:
Date: 6-1-11	Date:

376000

Approved as to form



City Attorney

RESOLUTION NO. 2011-126

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING DENTAL CLAIMS ADMINISTRATION
AGREEMENT AND AMENDMENT TO BUSINESS ASSOCIATES
AGREEMENT WITH STANISLAUS FOUNDATION FOR
MEDICAL AND DENTAL CARE, AND FURTHER AUTHORIZING
THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON
BEHALF OF THE CITY OF LODI

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Dental Claims Administration Agreement and the Amendment to Business Associates Agreement with Stanislaus Foundation for Medical and Dental Care; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the agreements with Stanislaus Foundation for Medical and Dental Care on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the Agreements will be effective July 1, 2011 through June 30, 2013.

Dated: August 3, 2011

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I hereby certify that Resolution No. 2011-126 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 3, 2011, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and Mayor Johnson
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Mounce
- ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk