



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: fmc@stanislausmedicalsociety.com

(209) 527-2430

July 2025

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ('AGREEMENT') is made as of 07/01/2025, 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.
- C. Stanislaus Foundation for Medical Care shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

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 12:00 A.M. on 07/01/2025, and shall continue in effect until 11:59 P.M. 06/30/2027 unless a sixty (60) day notice of termination has been given by one party to the other. In the event no termination notice has been given by either party, and a new agreement has not been negotiated, this contract shall automatically renew for an additional one year 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. Deletion 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, 2027 unless either party has issued a sixty (60) day notice of termination. If no notice of termination is timely given, and a new AGREEMENT has not been negotiated, 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 legally requests them.

5. Hold Harmless

- A. SFMC to the fullest extent permitted by law, shall indemnify and hold harmless PLAN, the CITY of Lodi, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of SFMC, any subcontractor employed directly by SFMC, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the PLAN or the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. PLAN may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If PLAN chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, SFMC shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.
- B. Neither the City Council of LODI, , nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

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
Executive Director
Stanislaus Foundation for Medical Care
PO Box 576007
Modesto CA 95357-6007

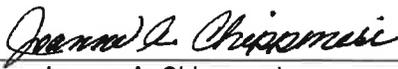
8. Standard Provisions

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: Executive Director

Title: _____

Date: 04/15/25

Date: _____

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney



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:

- Receive claim documents from the PLAN participants and verify their eligibility for benefits upon information provided by PLAN.
- Correspond with claimants regarding any additional information needed to process a claim.
- 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.
- Prepare payments to either the provider or claimant as directed by the claim form.
- 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.
- Notify claimants, in writing, of the reasons for denial of any claim.
- Answer all telephone and mail inquiries from participants as to benefits provided.
- Provide information to providers of care as to eligibility of participants based upon information provided by PLAN.
- Establish and maintain files on all claimants showing all claims, whether paid or denied.
- Provide PLAN with such additional data and reports regarding PLAN utilization as may be mutually agreed between PLAN and SFMC from time to time.
- Cooperate fully with PLAN and its representatives including, but not limited to, legal counsel, actuaries, accountants and brokers.
- 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. This is a California contract, and shall be interpreted according to the laws of the State of California.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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
07/01/2025 TO 06/30/2027
Exhibit "C"**

SERVICE		FEES
Claims Administration		
Medical	\$	
Vision	\$	
Dental	\$	3.83 Per employee per month
Broker	\$	
Panel Access Fee	\$	Per employee per month
 One-Time Set Up Fee		
Medical	\$	
Vision	\$	
Dental	\$	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

Not-to-exceed \$45,000

**STANISLAUS FOUNDATION FOR
MEDICAL CARE**

CITY OF LODI

 By: _____
Joanne A. Chipponeri

Title: _____ Executive Director Title: _____

Date: _____ 4/15/25 Date: _____

Attest:

Approved as to Form:

OLIVIA NASHED
City Clerk

KATIE O. LUCCHESI
City Attorney





EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limits not less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

STANISLAUS FOUNDATION FOR MEDICAL CARE (502122)



Request Certificate

<i>Initial Filing Date</i>	12/30/1965
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Nonprofit Corporation - CA - Mutual Benefit
<i>Principal Address</i>	2339 SAINT PAULS WAY MODESTO, CA 95355
<i>Mailing Address</i>	PO BOX 576007 MODESTO, CA 95357
<i>Statement of Info Due Date</i>	12/31/2025
<i>Agent</i>	Individual JOANNE CHIPPONERI 2339 SAINT PAUL'S WAY MODESTO, CA 95355



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Business Search

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Business Name

Value

stanislaus foundation

[Specify Start Date Range \(Optional\)](#)

Account #	Business Name	Start Date	Expire Date	Address
09701605	STANISLAUS FOUNDATION FOR MEDICAL CARE	7/8/2019	12/31/2025	2339 SAINT PAUL'S WAY, MODESTO, CA 95355

Total records found: 1