



City of Grand Island

Tuesday, June 14, 2016

Council Session

Item G-21

#2016-144 - Approving Section 125 Cafeteria Plan Renewal

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: June 14, 2016

Subject: Proposed Approval of Section 125 Cafeteria Plan
Renewal

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island provides a section 125 cafeteria plan to its employees. A Cafeteria Plan is a reimbursement plan governed by IRS Section 125 which allows employees to contribute a certain amount of their gross income to a designated account or accounts before taxes are calculated. The City currently utilizes TASC as the third party administrator (TPA) of the cafeteria plan. TASC processes claims and performs other administrative services in accordance with the service contract. TASC has been the TPA for the City since 2010.

Discussion

Administration is proposing a one year renewal of the Section 125 administration fees with TASC. The current rate of \$3.66 per enrollee will remain unchanged for the January 1, 2017 plan year. The annual compliance renewal fee will be waived for the plan year.

TASC continues to offer satisfactory performance and competitive pricing. A one year renewal will offer the flexibility to consider a future RFP process if necessary. TASC's offer to continue the current fees into the next plan year will result in no budgetary increases.

Please find included with this memo the proposed renewal letter and the original contract for reference.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve

2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Section 125 Cafeteria Plan renewal.

Sample Motion

Move to approve the Section 125 Cafeteria Plan renewal.



1219 W 2nd Street
Grand Island NE 68801
Phone: (308) 384-8700
Fax: (308) 384-4603



March 22, 2016

REVISED-2 (from earlier renewal offer dated 2-15-16)

Tami Herald
City of Grand Island
P O Box 1968
Grand Island NE 68802

copy

RE: Section 125 Administration Fees

Dear Tammi,

This letter is to notify the City of Grand Island that TASC will again renew your Section 125 Administration fees at the current rate of \$3.66 per enrollee, (including terminated employees and run-out status), for the 1-1-17 plan year.

The Annual Compliance Renewal fee will be **WAIVED** due to enrollment in the TASC FMLA program.

This renewal offer is made in lieu of a 3-year contract.

The signature below by the City confirms this renewal offer.

Thank you.

J.J. Green

J.J. Green
TASC Wholesale Provider
Primark Insurance Agency

X

Name: Aaron Edmond

Date: 04/07/2016



TOTAL ADMINISTRATIVE SERVICES CORPORATION

Premium Services Explanation of Services (EOS) Agreement

This Explanation of Services document constitutes an Agreement between the Recipient of the Service and Total Administrative Services Corporation (TASC) with regard to the elected Premium Service(s) as described below. This Agreement outlines the terms, expectations and conditions of each elected Premium Service as it applies to your Plan on or after the effective date.

RECIPIENT OF SERVICE

COMPANY: City of Grand Island
CLIENT CONTACT:
ADDRESS:
CITY, STATE, ZIP CODE:
SERVICE START DATE: 01/01/10
IDENTIFICATION NUMBER: PS1601
DIVISION: Flex-FP

ELECTION: Administering Run Out Period from a Previous TPA

SERVICE DESCRIPTION:

Client may request for TASC to administer their Run-Out Period from their Previous TPA

SERVICE EXPECTATIONS:

- TASC will be responsible for the creation of an excel spreadsheet for the transfer of Participant information
- TASC will be responsible for the data entry of the Participants information
- TASC will not be responsible for any incorrect or missing data that was supplied via the excel spreadsheet
- TASC will be responsible for the payment of claims through out the Run Out Period
- TASC will be responsible for completing a Forfeiture on the account once the Run-Out Period has been completed
 - A detailed Participant report will be provided
- TASC will be responsible for administering the Run-Out Period from 01/01/10 through 03/31/10

CUSTOMER CONDITIONS:

- Client will be responsible for e-mailing TASC the completed excel spreadsheet to Premium_Services@tasconline.com
- Client will be responsible for notifying all Participants of said changes
- Client will be responsible running a Black Out Period for one week while the data transfer is completed
- Client will be responsible for all incorrect or missing data that was supplied on the excel spreadsheet
- Client will be responsible for sending TASC a check for the total amount of funds to be administered during the Run-Out Period
- Client will be responsible for payment of all fees per TASC standard billing practices

FEES & INVOICING TERMS:

Total charges for this elected service: \$1.50 per participant per month

PAYMENT:

As indicated on the Bid Request document payment due upon acceptance of agreement, all normal, total charges for the above Service are payable in One installment(s), per TASC's standard billing practices. (Example: Annually would be 1 installment.)

SIGNATURES:

Customer

Margaret Hornady
Signature of Authorized Representative

Margaret Hornady
Print Name

Mayer
Title

October 13, 2009
Date

TASC

Signature of Authorized Representative

Samantha Ligocki
Print Name

Premium Services Specialist
Title

09/28/09
Date

TC-3593-091504 Pg 2

AGREEMENT

Customer hereby adopts and establishes the following premium services, herein referred to as TASC Premium Services. The executed agreement includes pages 1 and 2. This Agreement between the parties is the complete and exclusive statement of the terms of the contract. No prior proposals, statements, or course of dealing will be part of any Agreement. The Agreement may be entered into and modified only in writing and signed by authorized representatives of each party. These terms and conditions apply to Premium Service(s) provided to the Recipient by TASC's Customer Service department. The above elected service will be provided to the named Recipient of Service, and any additional authorized individuals as stated in writing by the Recipient. At all times TASC Premium Services may be subject to direction and instruction from the employer.

RENEWAL

This agreement will automatically renew based on the service period of the Premium Service election. If the Recipient wishes to cancel the Premium Service, such cancellation must be made in writing to TASC's Premium Service department.

CONFIDENTIALITY

TASC will keep confidential any information shared with TASC in fulfillment of a specific request based on the Premium Service elected.

ERRORS AND OMISSIONS

In the event of an error or omission in the course of administering the elected services on behalf of the employer and participating employee, TASC will notify and remedy the error or omission within a reasonable period following the error or omission. The employer and employee agree to TASC's procedures for correcting, and any error does not constitute an assumption of liability on behalf of TASC.

ADMINISTRATION FEES

A Premium Service fee will be paid directly to TASC. Fees are subject to change and are to be submitted as outlined in the Fees & Invoicing Terms and Payment sections above.

TERMINATION

Upon and after the expiration or termination of this Agreement, the rights granted to the employer pursuant to this Agreement shall revert back to TASC. Within 20 days after termination or expiration of this Agreement the employer shall return to TASC any and all materials regarding TASC Premium Services. In addition, the employer shall refrain from any further direct or indirect use of or reference to TASC Premium Services.

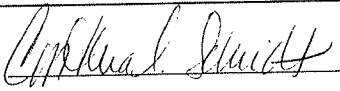
Please sign and return this Explanation of Service (EOS) document, along with the applicable fees to:

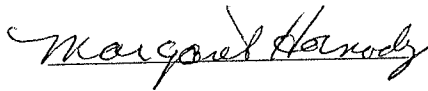
Total Administrative Services Corporation
Attn. Premium Services
P.O. Box 14629
Madison, WI 53708
Fax: 608-661-9602

Letter of Agreement

Between: TASC and City of Grand Island
Draft Date: 10-12-2009

- This Letter of Agreement between TASC and City of Grand Island will stand as an addendum to the TASC Standard Service Level Agreement and Premium Services Agreement. Any areas not on this letter of agreement as amended shall stand as outlined in the Service Level Agreement and Premium Services Agreement.
- Section: Terms of Payment the agreement states "Where applicable, funds attributed to reimbursement checks not presented for payment within 90 days of the end of the Plan Year shall be retained by the Agent as a supplemental fee used to defray administration costs."
AMENDED: Any funds not submitted for payment in 90 days be returned voided and returned at the year end forfeiture process and can be used along with any other potential unused employee elections to help defray costs.
- Section: Final Statement of the Service Agreement states, "The information in this communication is confidential and may only be used by the authorized recipient for its intended purpose. Any other use or disclosure is prohibited."
AMENDED: All records, other than those protected by HIPAA, ERISA, or Other Governing Privacy and Protection Laws related to the plan between TASC and City of Grand Island can be made public per the City's Public Record Policy.
- Section: Premium Services for the Grace Period and Run Out of the current plan year ending 12-31-09. On the second page states that the renewal will be automatic based on the service period of the Premium Service election.
AMENDED: This is a one time 90 day period election, this will not renew. This does not apply for the agreement between TASC and City of Grand island.

Signed: 
Printed Name: Cynthia L. Schmit
Date: 10/12/09
Representing: TASC

Signed: 
Printed Name: Margaret Hornady
Date: October 13, 2009
Representing: City of Grand Island, NE

*DMS 10-12-09
Approved*



Letter of Explanation and Services

Between: TASC and City of Grand Island
Draft Date: 10-12-2009

- This Letter of Agreement between TASC and City of Grand Island will stand as a reference to questions and service explanations needed as part of the overall agreement of service with TASC.
- Section: II under Governing Law it states that "This agreement will be governed under the laws of the State of Wisconsin"
QUESTION: The City would like to know what this means to them?
RESPONSE: This means that we are governed by all laws and rules under the State of Wisconsin. We must be licensed and bonded to do business as a TPA in Wisconsin (this is not the case for all states – some do not regulate or license TPA's).
RESULT: For the purpose of the service agreement between TASC and City of Grand Island, Nebraska, any interpretations thereof or dispute resolutions shall be governed by the laws of the State of Nebraska. TASC must still be licensed and bonded to do business as a TPA as governed by the laws of the State of Wisconsin

Signed:	<u>Cynthia L. Schmidt</u>
Printed Name:	<u>Cynthia L. Schmidt</u>
Date:	<u>10/12/09</u>
Representing:	<u>TASC</u>

Signed:	_____
Printed Name:	_____
Date:	_____
Representing:	_____



Please fill in your Client Name and 12 digit TASC Client ID and
Sign and fax all pages of the agreement to 608-245-3623

CLIENT NAME: City of Grand Island
CLIENT ID: 4,1,0,2 - 0,6,7,6 - 3,3,2,8

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made this 23 day of February, 2010, by and between City of Grand Island ("Covered Entity") and Total Administrative Services Corporation, a Wisconsin corporation ("Business Associate").

RECITALS

WHEREAS, Covered Entity is a group health plan ("Plan") and wishes to engage the services of Business Associate with respect to certain administrative aspects of the Plan as more specifically set forth in a Service Level Agreement ("SLA");

WHEREAS, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the SLA, some of which may constitute Protected Health Information ("PHI") (defined below).

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the SLA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

The general terms and conditions attached hereto are incorporated herein and deemed part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:
**TOTAL ADMINISTRATIVE
SERVICES CORPORATION**

By: Margaret Hornady
Print Name: Margaret Hornady
Title: Mayor 2-23-10

By: Brad Hoffman
Print Name: Brad Hoffman
Title: Director - Customer Service

MS 2-18-10


TERMS AND CONDITIONS

1. Definitions

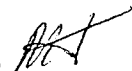
- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall mean Total Administrative Services Corporation.
- c. **Covered Entity** shall mean the party identified above.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information** or **PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the SLA and as permitted under the SLA and this Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the SLA and as permitted under the SLA and this Agreement. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].



- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the SLA.
- d. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the SLA or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity any access, use or disclosure of Protected Information not permitted by the SLA and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by subparagraph d above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)].
- g. **Access to Protected Information.** Within thirty (30) days of receiving a written request from Covered Entity, Business Associate shall make Protected Information maintained by Business Associates or its agents or subcontractors in Designated Record Sets available to Covered Entity, in reasonable time and manner, for inspection and copying to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Business Associate or its agents or subcontractors shall, in a reasonable time and manner, make Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of the request. Any approval or denial of an amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Business Associate and its agents or subcontractors shall, in a reasonable time and manner, make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(c). In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph i shall survive the termination of this Agreement.
- j. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of



determining Business Associate and/or Covered Entity's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)].

- k. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. Business Associate and Covered Entity acknowledge and agree that the definition of "minimum necessary" is in flux and shall keep themselves informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Notification of Breach.** During the term of the SLA, Business Associate shall notify Covered Entity, as soon as practicable after discovery, of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware.
- m. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if Business Associate knows or learns of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the SLA, this Agreement or other arrangement, Business Associate shall take reasonable steps to cure the breach or end the violation or cause Covered Entity to cure the breach or end the violation. If the steps are unsuccessful, Business Associate is legally obligated to terminate the SLA or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. Notwithstanding anything to the contrary in the SLA, Business Associate shall not be liable for any damages suffered by Covered Entity as a result of the termination of the SLA to satisfy this obligation.

3. **Obligations of Covered Entity.** Covered Entity shall promptly notify Business Associate, in writing and in a timely manner, of any of the following:

- a. Changes in the form of notice of privacy practices ("NPP") that Covered Entity provides to individuals pursuant to 45 C.F.R. Section 164.520, and provide Business Associate a copy of the NPP currently in use.
- b. Changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals pursuant to 45 C.F.R. Sections 164.506 or 164.508.
- c. Any arrangements permitted or required of Covered Entity that may impact in any manner the use and/or disclosure of Protected Information by Business Associate under the SLA or this Agreement, including but not limited to, restrictions on use and/or disclosure of Protected Information as provided for in 45 C.F.R. Sections 164.522.

4. **Termination**

- a. **Material Breach.** In the event that Covered Entity determines Business Associate has materially breached this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within a reasonable time, Covered Entity may terminate this Agreement. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Contract for any reason, Business Associate shall, to the extent feasible, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by Business Associate, Business Associate shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)].

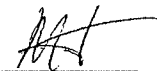
5. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the SLA or this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Business Associate, Covered Entity agrees to promptly, and in no case later than thirty (30) days from Business Associate's request, enter into an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws.

6. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7. **Effect on SLA.** Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all terms of the SLA shall remain in force and effect.

8. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

9. **Counterparts.** This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

A handwritten signature in black ink, appearing to be 'MT', written over a horizontal line.

RESOLUTION 2016-144

WHEREAS, the City provides a section 125 cafeteria plan for its employees, as authorized by the City of Grand Island Personnel Rules and Regulations and federal regulations; and

WHEREAS, TASC is the Third Party Administrator for the City's cafeteria plan; and

WHEREAS, the City's cafeteria plan is administered by TASC for a fee of \$3.66 per enrollee and this fee will remain the same for the duration of a one year renewal period beginning January 1, 2017; and

WHEREAS, TASC will waive the annual compliance renewal fee for the January 1, 2017 plan year.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of TASC is hereby approved for third party administrator services to assist in the administration of a Section 125 Cafeteria Plan.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute an agreement for such services on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 14, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk