

**CITY OF CRAIG  
RESOLUTION NO. 21-16**

**CITY OF CRAIG HEALTH REIMBURSEMENT ARRANGEMENT**

**WHEREAS**, on this date, the Craig City Council did meet to discuss the implementation of the City of Craig Health Reimbursement Arrangement, to be effective July 1, 2021. Let it be known that the following resolution is duly adopted by the Craig city council and that this resolution has not been modified or rescinded as of the date hereof; and,

**WHEREAS**, the form of Health Reimbursement Arrangement, as authorized under Section 105 of the Internal Revenue Code, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan; and,

**WHEREAS**, the Plan Year shall be for a 12-month period, beginning on July 1, 2021; and,

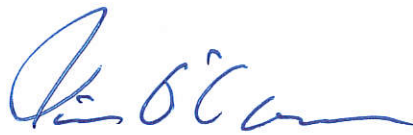
**WHEREAS**, the Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Health Reimbursement Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied; and,

**WHEREAS**, the proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Health Reimbursement Arrangement by delivering to each employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

**NOW THEREFORE BE IT RESOLVED**, the undersigned certifies that attached hereto is a true copy of the Plan Document for City of Craig Health Reimbursement Arrangement approved and adopted by this resolution.

The undersigned further certifies and attests that the above resolution is made with the consent of the Craig city council.

APPROVED this 5th day of August, 2021



MAYOR TIM O'CONNOR



TRACEY JENSEN, CITY CLERK

**BUSINESS ASSOCIATE AGREEMENT - HRA  
Health Insurance Portability and Accountability Act (HIPAA)**

This Business Associate Agreement (the "Agreement") is made and entered into as of 7/1/2021 (hereinafter "Effective Date") by and between **City of Craig** (referred to as "**Covered Entity**") and **Northwest Marketing Resources, Inc.** (referred to as "**Business Associate**").

**Recitals**

**WHEREAS**, Northwest Marketing Resources, Inc. provides services to the Covered Entity;

**WHEREAS**, the Department of Health and Human Services ("HHS") has promulgated regulations at 45 C.F.R. Parts 160-164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and other applicable law (the "Privacy Rules");

**WHEREAS**, the Privacy Rules provide, among other things, that a covered entity is permitted to disclose Protected Health Information (as defined below) to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written contract that the business associate will appropriately safeguard the Protected Health Information;

**WHEREAS**, Business Associate may have access to, create and/or receive certain Protected Health Information in conjunction with the services being provided by Business Associate to Covered Entity, thus necessitating a written agreement that meets the applicable requirements of the Privacy Rules, and both parties have mutually agreed to satisfy the foregoing regulatory requirements through this Agreement;

**WHEREAS**, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA") establishes certain new requirements relating to the use, disclosure and safeguarding of protected health information by persons providing services to covered entities, and both parties have mutually agreed to satisfy such requirements through this Agreement;

**NOW THEREFORE**, Covered Entity and Business Associate agree as follows:

1. Definitions. The following terms shall have the meaning set forth below:
  - (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Northwest Marketing Resources.
  - (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean City of Craig.
  - (c) C.F.R. "C.F.R." means the Code of Federal Regulations.
  - (d) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 164.501.
  - (e) Electronic Protected Health Information. "Electronic Protected Health Information" has the meaning assigned to such term in 45 C.F.R. 160.103.
  - (f) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - (g) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as the Individual's personal representative

164.528 and any subsequent legislation or guidance regarding an Individual's right to an accounting of the disclosures of his or her Protected Health Information, including, but not limited to, the requirements of Sections 13405 of ARRA and the regulations thereunder. If Covered Entity requests an accounting of an Individual's Protected Health Information more than once in any twelve (12) month period, Business Associate will impose a reasonable fee for such accounting.

- (k) That it shall request from the Covered Entity and so disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder in accordance with the Privacy Rules and Section 13405(b) of ARRA and any regulations thereunder.
- (l) To use reasonable and appropriate safeguards, in accordance with the applicable requirements of 45 C.F.R Part 164 and any subsequent legislation or guidance, including, but not limited to the requirements of Section 13401 of ARRA and the regulations thereunder in order to maintain the security of the Electronic Protected Health Information and to prevent unauthorized uses or disclosures of such Electronic Protected Health Information. Business Associate shall report to the Covered Entity any Security Incident of which it becomes aware.
- (m) To limit its use and disclosure of Protected Health Information and shall implements such measures to safeguard Protected Health Information as otherwise necessary to comply with ARRA and implementing regulations.
- (n) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### 3. Permitted Uses and Disclosures by Business Associate

#### 3.1 General Use and Disclosure Provisions:

Subject to the limitations of this Agreement, Business Associate may use or disclose Protected Health Information and perform its obligations and services to Covered Entity, provided that such use or disclosures would not violate the Privacy Rules if done by Covered Entity.

#### 3.2 Specific Use and Disclosure Provisions:

- (a) Business associate may use or disclose protected health information as required by law.
- (b) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).

### 4. Obligations of Covered Entity

#### 4.1 Permissible Requests by Covered Entity

Covered Entity represents and warrants that it has the right and authority to disclose Protected Health Information to Business Associate for Business Associate to perform its obligations and provide services to Covered Entity, and Business Associate's use of the

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Survival. The respective rights and obligations of Business Associate under Section 5(c)(2) of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be in favor of a meaning that permits both parties to comply with the Privacy Rules, ARRA and other applicable law. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms, provisions and conditions of this Agreement shall govern and control.
- (e) No third party beneficiary. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Notice. All notices required under this Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressed indicated below unless written notification of change of address shall have been given.

**If to Business Associate:**

Northwest Marketing Resources, Inc.  
PO Box 447  
  
Olympia WA 98507-0447  
Attn: Compliance Officer

**If to Covered Entity:**

City of Craig  
P.O. Box 725  
500 Third Street  
Craig AK 99921  
Sheri Purser

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**NORTHWEST MARKETING RESOURCES, INC.**

By:



Name: William Perkins

Title: President

Date: July 7, 2021

**CLIENT/COVERED ENTITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_