CLAIM ADMINISTRATOR
BUSINESS ASSOCIATE AGREEMENT

This Claim Administrator Business Associate Agreement ("Agreement") by and between Blue Cross and Blue Shield of Oklahoma ("BCBSOK"), a division of Health Care Service Corporation, a Mutual Legal Reserve Company ("Claim Administrator"), and City of Broken Arrow ("Employer") and the Plan Sponsor on behalf of its Group Health Plan ("GHP"), collectively the "Parties," is effective on January 1, 2026.

The purpose of this Agreement is to set forth the Parties' mutual agreement on the terms for their compliance with the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as issued and amended by the Secretary (all the foregoing, collectively "HIPAA") for the services and functions related to the underlying services agreement. executed between the Parties. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in HIPAA, which definitions are incorporated by reference.

The Parties acknowledge and agree that Claim Administrator is a Business Associate and the Employer's GHP is a Covered Entity as defined by HIPAA. In addition, the Employer acknowledges its employee welfare benefit plan meets the definition of a Health Plan in 45 CFR § 160.103.

1. Obligations and Activities of Claim Administrator as a Business Associate.

    a. Claim Administrator agrees to use or disclose Protected Health Information ("PHI") it creates for or receives from Employer/GHP only as permitted or required by this Agreement or by Law.

        (i) Claim Administrator is permitted to use or disclose PHI to perform the functions, activities, and services as the Claim Administrator for Employer's GHP. In addition, the Parties may enter into other agreements from time to time that include additional functions, activities, and services provided by the Claim Administrator, and to the extent that such agreements include the Use or Disclosure of PHI, the Parties agree that the terms of this Agreement shall also apply.

        (ii) Claim Administrator is permitted to use or disclose PHI to perform functions, activities, or services for, or on behalf of, the GHP as the Covered Entity, provided that such Use or Disclosure does not violate HIPAA if done by GHP and is done in compliance with the requirements of HIPAA.

        (iii) Except as otherwise limited in this Agreement, Claim Administrator may use PHI for the proper management and administration of the Agreement, the Employer's GHP and functions related thereto, or to carry out the legal responsibilities of the Claim Administrator.

        (iv) Except as otherwise limited in this Agreement, Claim Administrator may disclose PHI for Claim Administrator's proper management, administration, and legal responsibilities, provided that the Disclosures are: Required by Law; or Claim Administrator obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and not be used or further disclosed unless it is Required by Law or for the purpose for which it was disclosed to the person. The person shall be required to notify the Claim Administrator of any instances in which the confidentiality of the information has been compromised or breached.

(v) Except as otherwise limited in this Agreement, Claim Administrator may use PHI to provide Data Aggregation services relating to the Health Care Operations of the GHP and as permitted by 45 CFR § 164.504(e)(2)(i)(B).

(vi) Claim Administrator may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j)(1).

b. Claim Administrator agrees to use appropriate safeguards to prevent Use or Disclosure of PHI that is not provided for by this Agreement. Claim Administrator agrees to implement administrative, technical, and physical measures required by HIPAA that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Claim Administrator creates, receives, maintains, or transmits on GHP's behalf.

c. Claim Administrator agrees to report to GHP any use or disclosure of PHI and any successful privacy or security incidents ("Incidents") affecting GHP which result in the unauthorized access, use, disclosure, modification, or destruction of PHI. Claim Administrator will make report available without delay after the Claim Administrator's Privacy Office becomes aware of the Incident. The report will include Claim Administrator's determination as to whether the Incident meets the definition of a Breach of Unsecured PHI under HIPAA along with the identification (if known) of any individuals whose PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed. Claim Administrator will cooperate with GHP in investigating the Breach and in assisting GHP in meeting its HIPAA and state privacy or security law obligations as described in Attachment 1 of this Agreement.

GHP will check YES if they are delegating to Claim Administrator the obligations listed in Attachment 1. GHP will check NO if they are not delegating to Claim Administrator the obligations listed in Attachment 1. If no selection is made, the GHP is responsible for the obligations listed in Attachment 1.

☒YES   ☐NO

d. To reduce the administrative burden of reporting, the Claim Administrator will not be required to report unsuccessful Security Incidents which could include unsuccessful broadcast attacks or pings on Claim Administrator's firewalls, port scans, unsuccessful log-on attempts, denials of service and any combination of the above as long as such incident does not result in the unauthorized access, use, of disclosure of GHP's member data or a Breach of Unsecured Protected Health Information.

e. Claim Administrator agrees to enter into a written agreement that meets the requirements of 45 CFR § 164.504(e) and § 164.314(a)(2) with its subcontractors (including, without limitation, a subcontractor that is an agent under applicable law) that creates, receives, maintains, or transmits PHI on behalf of Claim Administrator. Claim Administrator will ensure the written agreement with each subcontractor obligates the subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Claim Administrator under this Agreement.

f. Claim Administrator agrees to make internal practices, books, and records, including policies and procedures, relating to the Use and Disclosure of PHI received from, or created or received by Claim Administrator on behalf of GHP, available to the Secretary, in a time and manner as

reasonably requested by or designated by the Secretary, for purposes of the Secretary determining GHP's compliance with HIPAA.

g. Claim Administrator agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for GHP to respond to a request by an Individual for an Accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

h. Individual Rights Requests. The Party identified on Attachment 2 of this Agreement ("Attachment 2") agrees to respond to requests to exercise the following HIPAA individual rights.

   (i) Requests for an Accounting of Disclosures in accordance with 45 CFR § 164.528. Upon termination of this Agreement, Claim Administrator will respond to an Individual's request for an Accounting of Disclosures of PHI for a period of up to six years.

   (ii) Requests for Access in accordance with 45 CFR § 164.524. Upon termination of Agreement, Claim Administrator will respond to an Individual's request while it maintains the data.

   (iii) Requests for an Amendment in accordance with 45 CFR § 164.526. GHP shall consult with Claim Administrator to determine if Claim Administrator created the PHI maintained in a designated record set for which amendment is sought. Upon termination of this Agreement, Claim Administrator will respond to an Individual's request during such time that Claim Administrator maintains the data.

   (iv) Privacy Complaints in accordance with 45 CFR § 164.530(d)

i. When Claim Administrator conducts Standard Transactions on behalf of GHP, Claim Administrator will comply with HIPAA rules for Standard Transactions and Code Sets.

2. Obligations of GHP as a Covered Entity.

a. GHP shall identify and document any limitation(s) in the GHP's Notice of Privacy Practices, as required by 45 CFR § 164.520 or any changes to their privacy policies, procedures or practices that may affect Claim Administrator's Use or Disclosure of PHI on Attachment 2.

b. GHP is responsible for responding to Confidential Communications Requests in accordance with 45 CFR § 164.522 (a) and (b). Prior to responding or approving any Restriction or Confidential Communication Requests, GHP shall consult with Claim Administrator for information on the feasibility of implementing or accommodating the request.

c. GHP shall provide Claim Administrator the necessary information to fulfill Claim Administrator's obligations under this Agreement, including and if applicable, a written statement of the restrictions for the Disclosure of PHI by Claim Administrator to the Employer.

d. Employer or GHP on behalf of Employer certifies that the Employer's benefit plan documents have been amended in compliance with 45 CFR § 164.314(b) and 45 CFR § 164.504(f).

e. GHP shall identify its Business Associates and GHP employees on Attachment 2 of this Agreement to whom Claim Administrator is permitted to directly Disclose PHI. GHP shall

provide information on any limitations or restrictions on Claim Administrator's Disclosure to a specific Business Associate or GHP employee.

f. GHP acknowledges that it cannot request Claim Administrator to use or disclose PHI in a manner that is not permitted or allowed by HIPAA or any other applicable state or federal regulation.

3. Term and Termination.

a. Term. The Term of this Agreement shall be effective on the date stated on the first page of this Agreement and shall terminate without notice upon termination of any agreement or arrangement between the Parties for Claim Administrator to provide administrative services to Employer's self-insured health benefit welfare plan.

b. Termination for Cause. Upon GHP's knowledge of a material breach by Claim Administrator, GHP shall either:

  (i) Provide an opportunity for Claim Administrator to cure the breach or end the violation. GHP may terminate this Agreement if Claim Administrator does not cure the breach or end the violation within a reasonable time frame agreed to by the parties; or

  (ii) Immediately terminate this Agreement if Claim Administrator has breached a material term of this Agreement and cure is not possible.

c. Effect of Termination.   The Parties agree that returning or destroying the PHI is not feasible due to state or federal regulatory requirements applicable to Claim Administrator or GHP and Claim Administrator's record retention policies. Claim Administrator shall extend the protections of this Agreement to such PHI, including limiting further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as Claim Administrator maintains such PHI.

4. Miscellaneous.

a. Regulatory References. Any regulatory reference to HIPAA found in this Agreement includes the relevant and applicable implementing regulations as issued and amended by the Secretary.

b. Amendment.   The Parties agree to take such action as is necessary to amend this Agreement as necessary for the Parties to comply with HIPAA as it may be amended from time to time.

c. Survival. The respective rights and obligations of GHP and Claim Administrator under Section 4.c. of this Agreement shall survive the termination of this Agreement.

d. Interpretation.

  (i) Ambiguities in the Agreement will be resolved to permit Parties to comply with HIPAA.

  (ii) Any conflict between the terms of this Agreement and any other agreement between the Parties concerning the Employer's health welfare benefits plan shall be resolved so the terms of this Agreement supersede and replace the relevant terms of any such other agreement concerning the use and disclosure of PHI, except for uses and disclosures

permitted under the underlying services agreement or other agreements between the Parties.

(iii) If Claim Administrator's Business Confidential Information (as defined in the services agreement) is imbedded in any of the GHP's PHI, the Parties acknowledge that Claim Administrator retains ownership of that information. The GHP further acknowledges that there may be terms in the services agreement that place additional restrictions on the use and disclosure of the Claim Administrator's Business Confidential Information.

e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

f. Severability. The provisions of this Agreement shall be severable, and if a provision is determined or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement will continue in full force and effect as if such illegal, invalid, or unenforceable provision were not included.

g. Notice. All notices, requests or demands and other communications from any of the Parties to the others related to this Agreement shall be made to the Privacy Officer of such other Party at the mailing address or fax number set forth on Attachment 2.

IN WITNESS WHEREOF, the Parties hereto have authorized this Agreement to be executed.

City of Broken Arrow, Employer [or Plan Sponsor] and Employer on behalf of its Group Health Plan, the Covered Entity:	Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, A Mutual Legal Reserve Company, the Claim Administrator:
Signature:_____	Signature: _____
Printed Name: Debra Wimpee	Printed Name: Stephania Grober
Title: Mayor	Title: President Oklahoma Division
Date: Click here to enter text.	**Date: 09/03/2025**

ATTACHMENT 1: BREACH OBLIGATIONS
ATTACHMENT 2: ADDITIONAL INFORMATION FORM

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ATTACHMENT 1: Breach Obligations

The GHP delegates the following to Claim Administrator:

- Investigate any unauthorized access, use, or disclosure of GHP's PHI (Incident) by Claim Administrator or its subcontractors.
- Evaluate the Incident using the risk assessment criteria of HIPAA to determine whether it rises to the level of Breach and whether a HIPAA notification exception applies.
- Document and retain each risk assessment and exception analyses (documentation will be provided to GHP upon request).
- Notify the GHP in writing, a detailed description of the Incident including a list of impacted individuals and if it is a Breach, a copy of the notification to the individual.
- Notify the impacted individuals if required within the applicable statutory timeframes and include the following information about the Breach in the notice:
    - Description of the Breach including the date it occurred and the date it was discovered;
    - The specific PHI data elements that were involved in the Breach;
    - The steps that individuals should take to protect themselves from potential harm;
    - The actions that Claim Administrator or subcontractor is taking to mitigate the harm and avoid further incidents; and
    - A toll-free number that individuals can call to get more information about the Breach.
  - Provide substitute notice, as described in HIPAA, to impacted individuals if there is insufficient mailing address information.
  - Submit reports to the Department of Health and Human Services ("DHHS") regarding Breaches   that impact fewer than 500 individuals. Upon GHP request, provide, a list of the reports that were submitted.
  - Notify DHHS in the event the Breach impacts more than 500 individuals and provide notice to the GHP that notification was made.
  - Notify media in the event the Breach impacts more than 500 residents of a state or jurisdiction and provide notice to GHP that notification was made.

These services may need to change to comply with new HIPAA requirements or DHHS guidance.

The information provided in Attachment 1 or the services described in Attachment 1 shall not be construed as legal advice or as a legal opinion on any specific requirements under HIPAA and is not intended to replace GHP's independent legal counsel's guidance.

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ATTACHMENT 2: Additional Information Form for Self-Funded Accounts
This replaces and amends any existing Additional Information Form. If any information changes, the
GHP is responsible for providing an updated form to the Claim Administrator.
(Please print or type & complete the form in its entirety)

Employer or Plan Sponsor: **City of Broken Arrow**	
BCBSOK Account number: **435724**	
BCBSOK group number(s): **435724**	

Claim Administrator's Privacy Officer: Thomas C. Lubben
Address: HCSC Privacy Office; PO Box 804836; 300 E. Randolph St., Chicago, IL 60680-4110

Primary Privacy Contact	**Additional Privacy Contact (required)**
Name: **Kelly Cox**	Name: **Alex Foster**
Title: HR Director	Title: Assistant HR Director
Phone #: **918-259-6508**	Phone #: **918-259-2400 Ext 5616**
Fax #: N/A	Fax #: N/A
Mailing Address: 220 S. First St.	Mailing Address: 220 S. First St.
City, State, Zip: Broken Arrow, OK 74012	City, State, Zip: Broken Arrow, OK 74012
e-Mail Address:	e-Mail Address: AFoster@brokenarrowok.gov
Kcox@brokenarrowok.gov	

Signature: (Form should only be signed by an authorized employee of the account)

Name of individual completing this form: KELLY COX
Title of individual completing this form: HR DIRECTOR

Name (print): KELLY COX

Signature: _____ Date: _____

Limitations

As required by this Agreement, GHP will identify limitations in the following documents that
may affect Claim Administrator's use or disclosure of PHI. List the limitation or indicate "none."

   a) Notice of Privacy Practices (NoPP)   <u>NONE</u>

   b) GHP Plan Document <u>NONE</u>

   c) Other:

Individual Rights Requests

As required by this Agreement, GHP shall identify the entity responsible for responding to these
individual rights requests. Choose Employer/GHP or Claim Administrator (not Both).

a) Access: ☒ Employer/GHP ☐ Claim Administrator
b) Disclosure Accounting: ☒ Employer/GHP ☐ Claim Administrator
c) Amendment: ☒ Employer/GHP ☐ Claim Administrator
d) Complaint: Employer/GHP ☐ Claim Administrator

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Employer/GHP authorizes Claim Administrator to release PHI for Plan Administrator Purposes to the following employees of the GHP. (Use a different line for each employee and list: Job Title; Name (optional); and any limitations/restrictions on their access to PHI).
KELLY COX – HR DIRECTOR – NO RESTRICTIONS
ALEX FOSTER – ASSISTANT HR DIRECTOR – NO RESTRICTIONS
JACQUE HULSEY – BENEFITS ADMINISTRATOR– NO RESTRICTIONS

Employer/GHP provides Claim Administrator or a Business Associate of the Claim Administrator with the authority to release PHI to Business Associates of the Employer/GHP. The Employer/GHP agrees to hold the Claim Administrator or the Business Associate of the Claim Administrator harmless for the release of PHI as long as the release is done in compliance with the security requirements outlined in the agreement between Claim Administrator and the Employer/GHP or the agreement between Claim Administrator and its Business Associate. (Use a different line for each Business Associate of the Employer/GHP along with a contact name).
Alliant – Brady Ayala – SVP, Employee Benefits – no restrictions
Alliant – Jenny Horn-Williams – Account Executive Lead – no restrictions
Alliant – Liza Eatmon – Account Manager – no restrictions
Alliant – Benefit Advocates – no restrictions
CVS/Caremark
Employee Navigator – eligibility only
Colonial Life – Ryan Stribling – Coordinator – eligibility only
Remedy Health – eligibility only
Zero Card – eligibility only