AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Flexible Spending Plan Sponsor Certification

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County, Colorado as Flexible Spending Plan Sponsor

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information conditions and restrictions and certifies the Plan documents have been amended to reflect such.

Fiscal Impact:

Submitted by: Cheryl Seling **Submitter's Email Address:** cseling@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/11/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/12/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/12/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 6/12/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/16/2020

Revised April 2015

GUNNISON COUNTY
FLEXIBLE SPENDING PLAN

PLAN SPONSOR CERTIFICATION

The Gunnison County ("Employer") sponsors a Health Flexible Spending Account (the "Plan") as part of the Gunnison County Flexible Spending Plan. Certain members of Employer's workforce perform service in connection with administration of the Plan. Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Plan or its business associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of the Employer's workforce unless the Employer agrees to the conditions and restrictions set out below. To induce the Plan to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Plan, the Employer hereby accepts these conditions and restrictions and certifies that the Plan documents have been amended to reflect these conditions and restrictions. The Employer agrees to:

(a) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(b) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(c) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(d) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Plan or required by law;

(e) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(f) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(g) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(h) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(i) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(j) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and Section COMPLIANCE WITH HIPAA PRIVACY STANDARDS of the Gunnison County Flexible Spending Plan.

Adopted this _____ day of _____, 20 _____

_____
Plan Sponsor