

December 1, 2025

Mrs. Angela Reyes-Santana  
Chief Financial Officer  
City of North Miami  
776 NE 125 Street  
North Miami, Florida 33161

**Subject: Request for Execution of Business Associate Agreement**

Dear Mrs. Reyes-Santana,

Under the HIPAA Privacy and Security Rules, group health plans are required to enter into a Business Associate Agreement (BAA) when a third party is granted access to Protected Health Information (PHI) to perform services or functions on behalf of the plan.

As we assist you with your employee benefits—specifically your plan's renewal and claims analysis—we must establish a BAA to ensure compliance with HIPAA requirements. This agreement authorizes Gelin Benefits Group to use and disclose PHI solely for the purpose of supporting your benefit administration needs.

We respectfully request that an authorized representative of your organization review, sign, and return the enclosed Business Associate Agreement at your earliest convenience.

Please be assured that we remain committed to safeguarding all confidential information entrusted to us and fully adhere to the obligations imposed on business associates under HIPAA.

If you have any questions regarding our privacy or security practices, please don't hesitate to contact me or your Gelin Benefits Group representative directly.

Sincerely,



Elberg Mike Gelin, CEBS  
President & Benefits Consultant  
Gelin Benefits Group

-- Enclosure --

## BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract (“Agreement”) is entered into by and between Gelin Benefits Group (“Business Associate”) and City of North Miami (“Municipality”) on behalf of Covered Entity, effective as of November 6, 2025 (“Effective Date”).

WHEREAS, Covered Entity is a group health plan, as defined under the Health Insurance Portability and Accountability Act of 1996 and related regulations promulgated by the U.S. Department of Health and Human Services (“HHS”) (collectively, “HIPAA”), which is sponsored and maintained by the Company.

WHEREAS, Business Associate is a business associate of Covered Entity, as defined in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules (“HIPAA Rules”) at 45 CFR 160.103.

WHEREAS, Business Associate may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information (“PHI”) on behalf of Covered Entity.

WHEREAS, pursuant to the HIPAA Rules, the Business Associate must agree in writing to comply with the obligations required of business associates by the HIPAA Rules.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

### **A. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules at 45 CFR Part 160 and 164.

### **B. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

1. Not use or further disclose PHI other than as permitted or required by the Agreement or as required by law.
2. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent the use or disclosure of PHI other than provided for by the Agreement.
3. Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410 and any security incident of which it becomes aware.
4. Ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.
5. Make available PHI in a designated record set to Covered Entity as necessary to meet the requirements under 45 CFR 164.524. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526. This provision shall not be applicable if Business Associate does maintain PHI in a designated record set.
6. Maintain and make available the information required to make an accounting of disclosures to Covered Entity, as necessary to satisfy Covered Entity’s obligations under 45 CFR Section 164.528.

7. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
8. Make its internal practices, books and records available to the Secretary of HHS for the purpose of determining compliance with the HIPAA Rules.

**C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

1. Business Associate may only use or disclose PHI as necessary to provide the services described in its underlying service agreement with the Company or for other purposes permitted or required of Business Associate by the Agreement.
2. Business Associate may use or disclose PHI as required by law.
3. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
4. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
5. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
6. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of 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.
7. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

**D. OBLIGATIONS OF COVERED ENTITY**

1. Covered Entity shall comply with each applicable requirement of the HIPAA Rules.
2. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR Section 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use and disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR Section 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

Except for data aggregation or the management and administration and legal responsibilities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

**F. TERM AND TERMINATION**

1. The term of the Agreement shall begin on the Effective Date and shall remain in effect until the underlying service agreement between the Company and Business Associate terminates or the Agreement is terminated under Section F(2) of the Agreement, whichever is sooner.
2. This Agreement shall be terminated only as follows:
  - a. Termination for Cause by Covered Entity: The Agreement may be terminated by Covered Entity upon fifteen (15) days advance written notice to Business Associate if Covered Entity determines that Business Associate has violated a material term of the Agreement and Business Associate does not cure the breach or end the violation within such fifteen (15)-day period.
  - b. Termination for Cause by Business Associate: The Agreement may be terminated by Business Associate upon fifteen (15) days advance written notice to Covered Entity if Business Associate determines that Covered Entity has violated a material term of the Agreement and Covered Entity does not cure the breach or end the violation within such fifteen (15)-day period.
  - c. Termination Due to Change in Law: Either party may terminate the Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Section G(2) of the Agreement, and no amendment has been agreed upon.
3. Upon termination of the Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity or created, maintained or received by Business Associate on behalf of Covered Entity, shall:
  - a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - b. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
  - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - d. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section C, which applied prior to termination; and
  - e. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
4. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## **G. GENERAL PROVISIONS**

1. A reference in the Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
2. The Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
3. The Agreement shall be construed and enforced in accordance with the laws of the State that governs the underlying agreement between the Company and Business Associate.

4. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
5. Nothing in this Agreement shall be deemed to create any rights or remedies for any third party.
6. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
7. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as specified in the underlying service agreement or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City of North Miami  
“COVERED ENTITY”

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Gelin Benefits Group  
“BUSINESS ASSOCIATE”

Signature: Elberg Mike Gelin  
Date: December 1, 2025  
Name: Elberg Mike Gelin  
Title: President

City of North Miami

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of North Miami

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

