

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

(Approving Amendment No. 7 to the Medical Benefits Plan)

WHEREAS, pursuant to Resolution No. 10-98-250, the Tribal Council did approve the Employee Medical Benefit Plan in 1998 (the "Plan"); and

WHEREAS, the Plan's General Provisions need to be updated with a privacy rule that is consistent with the law of the White Mountain Apache Tribe and the Health Insurance Portability and Accountability Act of 1996; and

WHEREAS, an amendment to the Plan, Amendment No. 7, has been proposed as attached and incorporated by this reference; and

WHEREAS, Amendment No. 7 clarifies the Tribe's sovereign immunity with respect to federal law applicable to group health plans as provided under the Plan and the Privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (Title XI as amended by P.L. 104-91; 42 U.S.C. 1301 et seq.); and

WHEREAS, Amendment No. 7 establishes a Privacy Rule for the Plan; and

WHEREAS, the Personnel Office recommends the proposed Amendment No. 7 and that the effective date should be January 01, 2005; and

WHEREAS, the Tribal Council finds that the proposed Amendment No. 7 to the Plan is in the best interests of the Tribe and its employees.

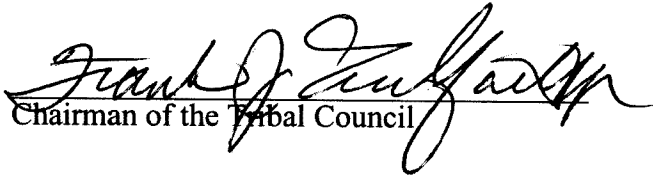
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that:

1. Amendment No. 7 to the Employee Medical Benefit Plan is hereby approved as attached and incorporated by this reference, and that the effective date shall be January 01, 2005.
2. The Tribe retains its sovereign immunity from suit generally and as regards federal law applicable to group health plans as provided under the Plan and the Privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (Title XI as amended by P.L. 104-91; 42 U.S.C. 1301 et seq.)
3. The Chairman, or in his absence the Vice-Chairman, is hereby authorized to execute Amendment No. 7.

The foregoing resolution was on SEPTEMBER 13, 2005 duly adopted by a vote of SEVEN for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (i), (k), (s), (t) and (u) of the Constitution of the Tribe,

Resolution No. 09-2005-244

ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

ACTING 
Chairman of the Tribal Council


Secretary of the Tribal Council

**WHITE MOUNTAIN APACHE TRIBE
EMPLOYEE MEDICAL BENEFIT PLAN
AMENDMENT No. 7**

This Addendum shall apply to and become part of the Medical Benefit Plan (the "Plan") by and between ISU-JPG Insurance of 11411 Southern Highlands Parkway, Suite 320, Las Vegas, Nevada 89141 and the White Mountain Apache Tribe. The parties agree that the Plan, as adopted by Resolution No. 10-98-250 is hereby amended by the addition of the following provisions thereto, which shall be deemed incorporated therein and made a part of the Agreement:

1. The Tribe retains its sovereign immunity from suit generally and as regards federal law applicable to group health plans as provided under the Plan and the Privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (Title XI as amended by P.L. 104-91; 42 U.S.C. 1301 et seq.)
2. The section of the Plan entitled, *General Provisions*, shall include the Privacy Rule as attached and incorporated by this reference.
3. All other provisions of the Agreement not inconsistent with this Amendment shall be deemed in full force and effect.

<p>ISU-JPG Insurance</p> <p>By: _____ (Date)</p> <p>Name : _____</p> <p>Title: _____</p>	<p>White Mountain Apache Tribe</p> <p>By: _____ Dallas Massey, Sr. (Date) Chairman</p>
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Privacy Rule

The **employer**, White Mountain Apache Tribe, is a federally recognized tribal government that has wholly owned and subordinate economic entities. Tribal governmental entities of the Tribe retain all sovereignty not otherwise waived or limited by the Tribe.

Federal law requires most private sector employers to comply with the Privacy Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (referred to commonly as the "HIPAA Privacy"). While the **employer** is a sovereign governmental employer, it has elected to abide by "privacy standards" modeled after HIPAA Privacy Standards. Notwithstanding anything in the **Plan** to the contrary, the **employer's** adoption of policies and procedures consistent with or modeled after HIPAA Privacy is not intended as a waiver of any exemptions to which the **employer** may be entitled to as a result of its governmental status or a waiver of the **employer's** sovereign immunity, a consent to jurisdiction outside the **employer's** tribal judicial system, or a consent to enforcement authority, actions, or assessment, except as may be expressly made applicable to tribal governments.

The **employer's** exemptions and sovereign immunity, however, shall not extend to service providers for the **Plan**, which shall be held to full compliance standards and enforcement requirements as would be applicable if the providers were providing services to a private sector plan.

The **Plan** will use protected health information ("PHI") to the extent of and in accordance with the uses and disclosures generally accepted as privacy standards for PHI. Specifically, the **Plan** will use and disclose PHI for purposes related to health care treatment, payment for health care and health care operations.

THE PLAN WILL USE AND DISCLOSE PHI TO THE PLAN ADMINISTRATOR AND AS REQUIRED BY LAW AND AS PERMITTED BY AUTHORIZATION OF THE COVERED EMPLOYEE.

With an authorization of the covered employee, the **Plan** will disclose PHI to other health benefit plans, health insurance issuers of HOMS for purposes related to the administration of the **Plan**. The **Plan** will disclose PHI to the Plan administrator only upon receipt of a certification from the Plan administrator that the Plan documents have been amended to incorporate the following provisions. With respect to PHI, the plan administrator agrees to certain conditions. The **Plan** administrator agrees to:

1. Not use or further disclose PHI other than as permitted or required by the plan document or as required by law.
2. Ensure that any agents, including a subcontractor, to whom the Plan administrator provides PHI agree to the same restrictions and conditions that apply to the Plan administrator with respect to such PHI;

3. Not use or disclose PHI for employment-related actions and decisions unless authorized by a *covered person*;
4. Not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan administrator unless authorized by the *covered person*;
5. Report to the *Plan* any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;
6. Make PHI available to a *covered person* in accordance with privacy standards;
7. Make PHI available for amendment and incorporate any amendments to PHI as required;
8. Make available the information required to provide an accounting of disclosures;
9. Make internal practices, books and records relating to the use and disclosure of PHI received from the *Plan* available as necessary for the purpose of determining the *Plan's* compliance; and
10. If feasible, return or destroy all PHI received from the *Plan* that the Plan administrator still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit uses and disclosures to those purposes that make the return or destruction infeasible).