Human Resources Committee

Tammy Rich-Stimson, Chairman
James Carius Community Room
101 S. Capitol Street
Pekin, Illinois 61554
Tuesday, March 19, 2024

I. Roll Call

II. Approve minutes of the February 20, 2024 meeting

III. Public Comment

IV. Unfinished Business

V. New Business

HR-24-09 A. Recommend to approve the Carle Health Plus Amended agreement

HR-24-10 B. Recommend to approve CancerCARE Program Agreement

HR-24-11 C. Recommend to approve changes to the health insurance plan – coverage of Weight Loss Surgery

D. Approve issuing a RFP for Compensation and Classification Services

E. Discussion: Elected Officials Salaries

VI. Reports and Communications

VII. Recess

Members: Chairman Rich-Stimson, Mike Harris, Bill Atkins, Michael Deppert, Sam Goddard, Nick Graff, Randi Krehbiel, Greg Longfellow, Greg Menold, Dave Mingus, Nancy Proehl, Max Schneider

Minutes pending committee approval

HUMAN RESOURCES COMMITTEE
James Carius Community Room
Tuesday, February 20, 2024 – 4:29 p.m.

Committee Members Present: Chairman Tammy Rich-Stimson, Vice-Chairman Mike Harris, Bill Atkins, Nick Graff, Greg Longfellow, Greg Menold, Nancy Proehl, Max Schneider

Committee Members Absent: Michael Deppert, Sam Goddard, Randi Krehbiel, Dave Mingus

Others Attending: Mike Deluhery, County Administrator

MOTION

MOTION BY MEMBER MENOLD, SECOND BY MEMBER ATKINS to approve the minutes of the January 23, 2024 meeting.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION
HR-24-03 **MOTION BY MEMBER LONGFELLOW, SECOND BY MEMBER SCHNEIDER** to approve a Performance of Recovery Services Addendum with The Phia Group, LLC and Consociate

Human Resources Director Angela Hutton stated that The Phia Group will handle recovery matters, including subrogation and overpayments, and will retain 25% out of any sum recovered as their fee.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION
HR-24-08 **MOTION BY MEMBER HARRIS, SECOND BY MEMBER ATKINS** to approve the reclassification of the position of EMA Deputy Director

Human Resources Director Angela Hutton stated that EMA Director Dawn Cook requested that the EMA Deputy Director position be graded by Korn Ferry. Ms. Hutton stated that Korn Ferry reviewed the position and gave this position a Grade 15.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

RECESS Chairman Rich-Stimson recessed the meeting at 4:36 p.m.

(transcribed by S. Gullette)

COMMITTEE REPORT F-24-09

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the Human Resources Committee recommends to the County Board to approve the attached amended Agreement between Tazewell County and Carle Health Plus, Inc. for Tazewell County employees; and

WHEREAS, the contract term of discounted charges for Tazewell County employees and their dependents utilizing their services as part of the Tazewell County's health insurance program remains the same at five years effective June 01, 2022 through May 31, 2027; and

WHEREAS, Carle Health Plus, Inc. has agreed to continue health promotion services once performed by Optimum Health Solutions; and

WHEREAS, three additional hospitals have been added to the agreement for approved use by Tazewell County employees and their dependents;

1. Carle Health BroMenn Medical Center located in Bloomington, Illinois.
2. Carle Health Eureka Hospital located in Eureka, Illinois.
3. Carle Foundation Hospital located in Urbana, Illinois.

THEREFORE BE IT RESOLVED that the County Board approves the amended agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Carle Health Plus, Inc., the Human Resources Department and the Auditor of this action in order that this resolution be fully implemented.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:

_____ _____

County Clerk County Board Chairman

First Amendment to the Agreement
between
Tazewell County Employees and Health Plus, Inc.

WHEREAS, Tazewell County Employees (Organization) has a Physician Hospital Organization Agreement (Agreement) with Health Plus Inc. (HP), with an effective date of June 1st, 2022.

WHEREAS, Tazewell County Employees and HP wish to replace all references to UnityPoint Health Plus in the current Agreement with Health Plus.

WHEREAS, Tazewell County Employees and HP wish to replace Optimum Health Solutions from the current Agreement under Section 3 HP RESPONSIBILITIES with Carle Health.

3.8 Health Promotion Services. Health Promotion Services will be offered to Organization at no charge for Employees enrolled in the health plan. These services will be provided one time per year for each year of the contract. These services include:

(a) Online Health Risk Assessment,
(b) Onsite Health Screening for local employees enrolled in the health plan,
  (i) Complete Metabolic Panel
  (ii) Lipid Panel
  (iii) Complete Blood Count
  (iv) Biometric Measurements
(c) Online Personal Health Report with screening results, and
(d) Aggregate Data presentation post screening to the Organization.

Additional services are available for purchase through Optimum Health Solutions, Inc. to enhance program if required by Organization.

WHEREAS, Tazewell County Employees and HP wish to replace UnityPoint with Carle in the current Agreement in Section 4 **PROVISION OF SERVICES,** that reads as follows:

4.1 Necessary Services. Participating Provider will provide Covered Services to Members. New services developed by UnityPoint Health Participating Hospitals during the term of this agreement are not subject to the discounts contained herein and will be negotiated individually.

WHEREAS, Tazewell County Employees and HP wish to strike language from the current Agreement under Section 5 ORGANIZATION RESPONSIBILITIES that reads as follows:

5.6 CONFIDENTIALITY OF RATES . The compensation that is payable to Participating Provider pursuant to the terms of this Agreement will not be disclosed *by Organization, except to the extent required by applicable law or as may be* necessary to administer this Agreement. Organization understands that it is specifically prohibited from leasing or selling the Discounted Charges to, or otherwise allowing the Discounted Charges to be used by, any entity that is not a party to this Agreement.

WHEREAS, Tazewell County Employees and HP wish to add additional Carle Health facilities and their respective rates to the current Agreement. The facilities being added to Attachment B attached herein are as follows:

1. Carle Health BroMenn Medical Center
2. Carle Health Eureka Hospital
3. Carle Foundation Hospital

WHEREAS, Tazewell County Employees and HP wish to replace Home Health/Hospice Services under Ancillary Services in Attachment A of the current Agreement with updated language and codes in Attachment B attached herein.

WHEREAS, Tazewell County Employees and HP wish to add Attachment B attached herein; to the current Agreement dated June 1st, 2022.

WHEREAS, Tazewell County Employees and HP wish to make this Amendment effective December 1st, 2023.

NOW THEREFORE, in consideration of the covenants contained herein, it is mutually agreed by and between the parties as follows:

Authority. Each party signing this Amendment represents that each party has properly authorized such execution. The execution and performance of this Agreement by each party constitutes the valid and enforceable obligation of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year as written below.

Health Plus, Inc.	**Tazewell County Employees**
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT B

Tazewell County Employees
Exclusive Agreement
Health Plus Rate Schedule

Effective Date: December 1, 2023

Carle Health BroMenn Medical Center
Carle Health Eureka Hospital

INPATIENT RATES:

Base Payment = DRG Base Rate X Relative Weight Factor

Relative Weight Factor = The Relative weight as determined by the Center for Medicare and Medicaid Services (CMS) and published in the Federal Register, updated yearly.

	12/01/2023	06/01/2024	06/01/2025	06/01/2026
DRG Base Rate	$10,800	$11,232	$11,681	$12,148

Outlier: For Inpatient services, if the Facility's regular billing rates for a Facility Stay are equal to or great than 2.5 times the calculated DRG (Outlier threshold), the payor will pay or arrange to pay Facility, the Facility's billed rate reduced by 40%.

OUTPATIENT RATES: 40% discount off billed charges

PHYSICIAN RATES:

90000's codes (included E&M)	145% of Medicare
1000-69999 procedural codes	185% of Medicare
70000-89999 Rad/Lab	225% of Medicare
Non-listed	80% of billed charges
Anes per unit	$70 per unit
Mid-Level	85% of Physician Rate

Carle Foundation Hospital

INPATIENT RATES: 30% discount off billed charges

OUTPATIENT RATES: 30% discount off billed charges

ANCILLARY SERVICES

HOME HEALTH/HOSPICE SERVICES

Rates include all services and supplies necessary for furnishing hospice care in a facility or home setting including but not limited to personnel services, counseling services, therapeutic services, drugs, IV solutions, equipment and supplies, and instructional training for caregiver.

For services not included on the table, no reimbursement will be made. Participants may not be billed for such services.

Revenue Code	Description	Rate
651	Routine Home Care	15% discount off billed charges
652	Continuous Home Care	15% discount off billed charges
655	Inpatient Respite Care	15% discount off billed charges
656	General Inpatient Care	15% discount off billed charges

General Information

Carle Health

Facilities	Address, General Phone and Fax	Claims Address and Payment Office	Provider Tax ID Number
Carle Foundation Hospital	611 W Park Street Urbana, IL 61801 (217) 383-3311	PO Box 4012 Champaign, IL 61824	37-1119538
Carle Health Methodist Hospital	221 NE Glen Oak Ave Peoria, IL 61636 (309) 672-4848	PO Box 4080 Champaign, IL 61824 Effective 12/2/2023	37-0661223
Carle Health Proctor Hospital	5409 N. Knoxville Ave Peoria, IL 61614 (309) 691-1000	PO Box 4036 Champaign, IL 61824 Effective 12/2/2023	37-0681540
Carle Health Pekin Hospital	600 S. 13th Street Pekin, IL 61554 (309) 347-1151	PO Box 6005 Champaign, IL 61824 Effective 12/2/2023	37-0692351
Carle BroMenn Medical Center	1304 Franklin Ave Normal, IL 61761	PO Box 4677 Champaign, IL 61824	85-0682363
Carle Eureka Hospital	101 S Major Street Eureka, IL 61530	PO Box 4677 Champaign, IL 61824	85-0683306
Carle Home Health and Carle Hospice	120 NE Glen Oak Ave Peoria, IL 61603	4116 Fieldstone Rd Champaign, IL 61822 Effective 12/2/2023	37-1119538
Illinois Institute for Addiction Recovery	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1055	PO Box 4036 Champaign, IL 61824 Effective 12/2/2023	37-0681540

COMMITTEE REPORT HR-24-10

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the Interlink Care Management, Inc. Pareto CancerCARE+ Plan Access Agreement; and

WHEREAS, the CancerCARE Program is a fully integrated cancer solution that supports members from the first day of diagnosis well into the stages of cancer aftercare. This program is free to employees enrolled in the County's medical plan; and

WHEREAS, the County's stop loss provider Pareto covers the cost of per employee per month ($1.37); and

WHEREAS, the County is responsible for the cost of the complex case management fee ($130.00 per hour billable in six minute increments), which is only applicable to Compass cancer cases: aggressive and life-threatening cancer cases that usually must be treated at an advanced center; and

THEREFORE BE IT RESOLVED by the County Board approve the agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Interlink Care Management, Inc. CancerCARE Program, the Human Resources Department and the Auditor of this action in order that this resolution be fully implemented.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:

_____ _____

County Clerk County Board Chairman

CancerCARE
Right Care. Right Place. Right Time.

What is CancerCARE?

The CancerCARE Program is a free, fully integrated cancer solution included in YOUR health plan that supports you from the first day of your diagnosis well into the stages of aftercare. CancerCARE coordinates care and benefits for patients with new or existing cancers. Our expert medical team advocates for the best possible care in your community or at a leading national Centers of Excellence location.

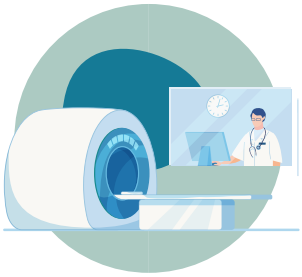
Day One Help

The day you receive a cancer diagnosis is overwhelming. Our CancerCARE professionals will answer questions about your diagnosis and help you evaluate your treatment options. They will also help maximize your health benefits and minimize your out-of-pocket expenses.

Register online or by phone promptly (within 72 hours) of diagnosis for the highest care impact.

Personalized Care

Today's cancer treatments vary by cancer type, stage of spread, and the patient's genetic makeup. The most effective care occurs when it is genetically personalized for you. Genetic testing is often not a covered benefit; however, it is fully covered when used for treatment planning with CancerCARE's recommendation.



National Resources

New treatments are developed and tested at leading cancer centers called Centers of Excellence. Treatment received from your local oncologist is often the best possible, but in some instances, we may suggest new treatments that are only offered at a Center of Excellence when those treatments could be more beneficial to you. Two examples would be Clinical Trials or proven new treatments that have not yet been written and given to community oncologists.

Expert Medical Team

During your Initial registration call, our highly trained Intake Coordinators will quickly gather your medical and health plan information. When a diagnosis permits, you will be assigned your own personal Oncology Nurse Expert who will answer any questions you have regarding your diagnosis as well as your care options. CancerCARE's entire team of Doctors, Nurses, and Medical Experts is dedicated to being with you throughout your treatment journey.

+1 877 640 9610 cancermanagement@cancercareprogram.com cancercareprogram.com

CancerCARE
Right Care. Right Place. Right Time.

Program Models and Member Incentives

Classic Model

Member Initiated

- CancerCARE's ability to provide treatment options requires patient engagement. This makes the incentives under the SPD Language column to the right more important.
- Coordination with existing UR for prior authorization requests.

Shared Benefits

- Provider and CancerCARE work collaboratively.
- Personalized care via access to a nurse case manager and our expert medical team.
- Evidence based care through specially licensed program tools.
- Patients have access to utilize the best doctors, hospitals and technology through our Centers of Excellence relationships.
- Access to second opinions and clinical trials

Pre - Treatment Review

Physician Initiated

- Physicians are required to contact CancerCARE at the time of treatment planning. This ensures CancerCARE has the opportunity to provide treatment options prior to delivery of care.
- Increased return on investment for groups and plans as a result.

Shared Member Incentive Options

Groups can select positive, Advocacy, or Penalty benefit plan language as part of the standard program to incentive members to participate in the program.

The CancerCARE language becomes part of the health plan language.

Positive Incentive

Designed to encourage members participate in the program. Typically, some type of cost share waiver E.g. waived copay, or coinsurance.

Negative Incentive

Some type of negative outcome for not participating with the CancerCARE Program for diagnosed persons. Example: claims not being paid until registration is complete.

Advocacy Only

Standard plan benefits apply, participants get all the benefits of the CancerCARE program but receive no additional incentive to participate.

INTERLINK Care Management, Inc.

Pareto CancerCARE+ Plan Access Agreement

Tazewell County _____(hereinafter referred to as "Plan") has a relationship with Pareto Health Technologies, LLC (hereinafter referred to as "Approved Distributor"), which provides Plan access to the INTERLINK Care Management, Inc. (hereafter referred to as "INTERLINK") Pareto CancerCARE+ Program at preferred rates. To take advantage of Approved Distributor's preferred rate and expedited enrollment process, the Plan must execute this Access Agreement and return it INTERLINK. All references to Plan within this Agreement shall include Plan's designated agent or administrator where applicable.

DEFINITIONS

Program Compliant: A Covered Person status obtained when the Covered Person has (1) completely registered into the Pareto CancerCARE+ Program and (2) the treatment is deemed concordant with a compliant benefit level as defined within the Plan's CancerCARE benefit language. INTERLINK shall maintain a provider review process for proposed treatment. Should the proposed treatment not adhere to applicable guidelines for a Program Compliant benefit level, INTERLINK shall encourage the provider to supply all the necessary documentation for a compliance review. An INTERLINK medical professional, or an oncology medical specialist hired by INTERLINK for such services, shall review submitted documentation and render a Program Compliant benefit review determination. INTERLINK shall report Program Compliant status to the Plan for benefit determination.

Covered Person(s): The collective term for both the insured and any covered dependents under the Plan.

Per Employee/Per Month (PEPM) Fee: The compensation paid to INTERLINK on a monthly basis by Approved Distributor for access to the Pareto CancerCARE+ Program. This fee shall include all Pareto CancerCARE+ Program services with the exception of Complex Case Management and Interpretation Services.

Complex Case Management: The Pareto CancerCARE+ Program includes Complex Case Management for those Covered Persons with a high-risk cancer diagnosis. INTERLINK staff will employ clinical expertise to determine which Covered Persons will receive the most value from case management.

National Comprehensive Cancer Network (NCCN®): An alliance of the nation's most prominent hospitals that review outcome information for cancer treatments, publish evidence-based NCCN Guidelines® and update them as needed.

NCCN User Flow-Down Terms: INTERLINK warrants that there is currently an effective license agreement with NCCN®, which authorizes the Plan to incorporate the NCCN® name and required NCCN Guidelines® into Plan's benefit plan language, subject to the User Flow-Down terms attached hereto as Appendix A. INTERLINK agrees to provide the Plan written notice within thirty (30) days of any material change to the license agreement.

McKesson Specialty Health's Clear Value Plus℠: Application developed by McKesson which provides optimal courses of treatment called Value Pathways. Value Pathways are created by the input of patient specific clinical facts into the application which utilizes NCCN Guidelines®. Each Value Pathway has been based on efficacy, toxicity and cost, providing value to the Covered Person and the Plan.

CancerCARE Triage Center: The INTERLINK staffed call center, open Monday through Friday, 8:00 AM to 5:00 PM (PST), that collects medical and health plan information required to register Covered Persons into the Pareto CancerCARE+ Program and answers Covered Person questions. Within two days after collecting necessary information from Covered Persons and/or providers, staff shall assign Covered Persons into the appropriate Risk Management Group and send the appropriate program information to Plan. The CancerCARE

Triage Center shall be available to provide information and support to Covered Persons throughout the treatment process.

Risk Management Group: During the registration process, the Covered Person is assigned a risk group status. The three classifications are assigned based upon a particular diagnosis or stage of cancer and/or any comorbidities. The three groups are: (a) low risk diagnoses, with no radiation or chemotherapy treatment, (Explorer Program), (b) medium risk, diagnoses with radiation or chemotherapy treatment (Navigator Program) or (c) high risk diagnoses or high stage cancers identified as such by the Plan's CancerCARE benefitlanguage, or those cases requiring over four hours of triage center case management (Compass Program). Eachgroup is assigned specific measures and objectives. Each Covered Person will be monitored pursuant to his/her classification. If a CancerCARE coordinator determines that a certain Covered Person's condition warrants atransfer from one group to another, such transfer shall be communicated to the Plan and Covered Person, alongwith supporting documentation. Reasons for a transfer between Risk Management Groups may vary, and depend upon each Covered Person's particular diagnosis, stage or comorbidities.

TERMS & CONDITIONS

CancerCARE Plan Language: CancerCARE benefit language must be included in the Plan Document for participation and prior to the Pareto CancerCARE+ Program becoming effective. INTERLINK will review the Plan Document and provide model CancerCARE benefit language based upon existing Plan provisions. Plan may modify the model CancerCARE benefit language, but certain provisions are recommended in order to ensure effectiveness. Such provisions include (1) Program Compliant Benefit Level definitions, (2) a significant benefit level reimbursement differential for Program Compliant and Non-Compliant care, (3) COE Travel Benefits and (4) the COE Referral Provision, as written. Plan agrees to consult with INTERLINK if significant modifications to the CancerCARE model benefit language are considered. Before this Agreement is effective, Plan must provide INTERLINK a copy of its Plan Document and any associated amendment(s) incorporating CancerCARE.

Implementation and Covered Person Notifications: All Covered Persons with a cancer diagnosis (new or existing) must register with the CancerCARE Triage Center to be eligible to receive a Program Compliant benefit level. Prior to the effective date, Plan agrees to complete the CancerCARE implementation program taught by INTERLINK and distribute Covered Person notification materials. The Plan additionally agrees to have a CancerCARE Program logo and the toll-free Triage Center phone number included on the Covered Person's Plan benefit card. The Plan may order extra CancerCARE Program materials not included within the Implementation package at an additional cost. Please contact your account representative for pricing and information on additional materials.

Plan Profile / Plan Specifics: Plan agrees to provide monthly enrollment to INTERLINK on the 15th day of the month. INTERLINK may seek to confirm the contents of the Plan Enrollment Formperiodically and at each renewal. Should any Covered Person of the Plan elect coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Plan agrees to notify INTERLINK, and keep INTERLINK apprised of Covered Person's status.

Names, Logos and Proprietary Information: The model CancerCARE benefit language contains numerous registered and trademarked logos and business names. Plan is authorized to replicate and use those protected and trademarked logos pursuant to the NCCN® User Flow-Down Terms, which are attached hereto as Appendix A and incorporated by reference. McKesson Specialty Health reserves all rights in its trademarked names and logos. INTERLINK and Approved Distributor reserve all rights in its trademarked names and logos but authorizes Plan to use their intellectual property for materials and communications created for the implementation and operation of the Pareto CancerCARE+ Program. All Pareto CancerCARE+ supplied information is proprietary information owned by INTERLINK and/or Approved Distributor and should not be copied or shared with others without prior consent from INTERLINK and Approved Distributor. Upon termination of this Agreement, Plan agrees to remove and cease all use of associated Names, Logos and Proprietary Information.

Discounts, Contracts and Claims Payment: Plan agrees that all CancerCARE Covered Persons receiving Plan pre-authorized care at a CancerCOE Provider and utilizing an INTERLINK network agreement shall be paid according to the terms and conditions contained in the network agreement between INTERLINK and the

CancerCOE Provider, notwithstanding the Covered Person's Program Compliant status. If a CancerCOE Provider (in the context of cancer related services or a transition to transplant) requires the execution of individual patient Memorandums of Understanding (MOU), the Plan hereby authorizes and instructs INTERLINK to execute such MOUs on behalf of the Plan unless INTERLINK receives instructions to the contrary on or before the second business day following Plan's receipt of the MOU from INTERLINK. If the Plan knows, or has reason to believe, that the Plan payment or the Plan coverage will not cover its financial responsibility described in the MOU, the Plan shall contact INTERLINK. INTERLINK will accept, review and reprice CancerCOE Provider bills only. Most cancer treatments monitored by this program will likely be performed by community-based providers and Plan should continue to use PPOs, or other discounted arrangements for that care. Only those registrants with planned or scheduled treatment with a CancerCOE Provider will receive CancerCARE ID cards directing claims to INTERLINK. CancerCOE Provider Network Discounts and repricing fees are included in the CancerCARE Triage Center PEPM fee. If a Covered Person becomes a transplant candidate and utilizes an INTERLINK transplant network agreement, an additional access fee will apply if the Covered Person receives transplant services.

Signature Authority: The authority to sign MOUs on behalf of the Plan, as granted above, shall be in force until INTERLINK is notified by Plan in writing that such authority is terminated. By signing below, the authorized officer/employee for Plan represents and warrants his or her authority to grant INTERLINK MOU signature authority.

Reporting: INTERLINK shall provide reports for analytical, historical and planning purposes, and also provides written notifications for benefit payment level purposes upon any change in Covered Person status or treatment plan. INTERLINK shall produce a report for analytical and planning purposes at the end of each quarter. This report shall include (1) the Covered Persons who have registered into the Pareto CancerCARE+ Program and those who did not successfully register and (2) the Covered Persons who were referred to Complex Case Management, the date a case opened and closed with Complex Case Management. Individual Complex Case Management referrals, including initial, ongoing and closure reports will be sent to the Plan on occurrence or monthly.

Term/Renewal: A Pareto CancerCARE+ Program commitment runs from the beginning of the Plan benefit year to the end of the Plan benefit year, and automatically renews for additional benefit years unless terminated as outlined in the Termination/PEPM Fee provision. Notification of any change in the CancerCARE Fee Schedule shall be provided to the Approved Distributor with ninety (90) days prior notice for distribution to the Plan.

Termination/PEPM Fee: This Agreement may be terminated by Plan with thirty (30) days written notice or INTERLINK with ninety (90) days written notice prior to benefit plan renewal. If Plan elects to terminate access to the Pareto CancerCARE+ Program, INTERLINK shall bill for any applicable fees for 30 days from the date of notice. INTERLINK may terminate this Agreement immediately upon Plan's breach of any requirement herein. Upon termination, INTERLINK will transition any Covered Persons in Case Management to replacement vendors if available.

Approved Distributor has agreed to pay the PEPM Fee associated with the Pareto CancerCARE+ Program. Should Approved Distributor's agreement with INTERLINK terminate, the PEPM rate in effect for Approved Distributor at the time of termination shall become the responsibility of Plan. In the event of such termination, INTERLINK shall honor Approved Distributor's rate through the end of Plan's benefit year. If at the end of this benefit year, or if Plan terminates its agreement with Approved Distributor, Plan may continue access to the CancerCARE Program under the current CancerCARE Fee Schedule in effect at that time. In the event of either termination, Plan shall provide applicable PEPM Fee payment thirty (30) days from the date of invoice or on the date specified for ACH Payment. Payments not made within 30 days from the date of invoice or ten (10) days from the date of ACH Payment shall incur late payment penalties of nine percent (9%) per annum.

If Plan does wish to purchase the CancerCARE Program after termination of their access to the Pareto CancerCARE+ Program, a new Access Agreement will be required, and all references to the Pareto CancerCARE+ Program must be removed from Plan materials.

Complex Case Management Fees: Fees for Complex Case Management as outlined within the current CancerCARE Fee Schedule are in addition to the PEPM fee and the responsibility of Plan. Plan hereby acknowledges that the CancerCARE Program is responsible for referring Covered Persons to and from nurse case management. For Covered Persons with a preexisting cancer treatment protocol with an existing case manager, INTERLINK will provide nurse-to-nurse oversight level services to collect treatment information on an hourly basis, provided that Plan prefers to continue with the existing case manager. Payment for any applicable Complex Case Management fees shall be due within thirty (30) days from the date of invoice. Payments not made within 30 days from the date of invoice shall incur late payment penalties of nine percent (9%) per annum. Plan agrees to compensate INTERLINK for Complex Case Management fees incurred by Covered Persons who retroactively terminate coverage.

Interpretation Services: Should a Covered Person require the use of an interpreter, Plan agrees to reimburse INTERLINK as outlined in the current CancerCARE Fee Schedule. Such payment shall be in addition to the PEPM Fee and due within 30 days from the date of invoice. Payments not made within 30 days from the date of invoice shall incur late payment penalties of nine percent (9%) per annum. Plan agrees to compensate INTERLINK for Interpretation Services incurred by Covered Persons who retroactively terminate coverage.

Confidentiality: INTERLINK and the Plan agree to keep information confidential, which includes but is not limited to rate and proprietary information, and any information regarding Covered Persons in accordance with all state and federal laws. INTERLINK and Plan agree to execute further agreements as necessary, including but not limited to a Business Associate Agreement, to fully comply with all current and future state and federal patient confidentiality laws.

Limit of Liability: Plan acknowledges that INTERLINK will not be deemed or understood to be an Employee Retirement Income Security Act of 1974 ("ERISA") plan administrator or fiduciary, and that INTERLINK has no responsibility of any kind for: (1) medical outcomes or the quality or competence of any physician, facility or provider rendering service, (2) payment of any medical, hospital or other bills resulting from any medical or surgical treatment or confinement and (3) interpretation of any benefit plan contract concerning coverage or denial of benefits.

Effective Date: Plan and INTERLINK desire this Agreement to be effective on 03/01/2024 Plan acknowledges thatservices under the Pareto CancerCARE+ Program cannot commence until this Agreement and a Business Associate Agreement are executed and the Plan with all associated vendors have undergone CancerCARE implementations. Additionally, as outlined in the CancerCARE Plan Language provision above, the Plan mustinstall CancerCARE benefit language before INTERLINK may perform services. Plan agrees to use best efforts to participate in or facilitate appropriate Plan and Vendor implementations prior to the Effective Date.

CancerCARE Program Fee Schedule:

Fee Type	Fee Structure	Rate
PEPM Fee	**Paid by APPROVED DISTRIBUTOR**	$1.37 PEPM
Complex Case Management	Billable to Plan in six (6) minute increments	$130.00/Hour
Interpretation Services	Billed to Plan as actual cost plus 15%	Invoice Cost + 15%

The pricing outlined above reflects Approved Distributor's pricing for the Pareto CancerCARE+ Program. This pricing shall remain in effect until changes in pricing are communicated to Plan per the Term/Renewal provision above or termination of this Agreement.

Acknowledged and agreed:
Tazewell County

_____

Signature: _____ **Date:** _____

Print Name: Angela Hutton **Title:** Human Resources Director

INTERLINK Care Management, Inc.

CancerCARE Participation Agreement

APPENDIX A

USER FLOW-DOWN TERMS

1. Grant of Limited License.
INTERLINK grants to USER a non-transferable, non-exclusive, limited, personal license to access and view the NCCN Guidelines® and the NCCN Compendium® provided via the INTERLINK CancerCARE Program.

2. Intellectual Property Rights.
USER acknowledges that NCCN is the owner of all right, title and interest in and to the NCCN Compendium®, including, without limitation, all modifications, updates and other derivative works thereof and all copyright and other intellectual property rights related thereto. USER agrees that it shall not at any time dispute, challenge, or contest, directly or indirectly, NCCN's right, title and interest in and to the NCCN Guidelines® and the NCCN Compendium®, or assist or aid others to do so.

3. Restrictions on Use.
A) General
USER may view the NCCN Guidelines® and the NCCN Compendium® via the INTERLINK CancerCARE Program solely for its own personal purposes. User may not copy, transfer, reproduce, modify or create derivative works of any part of the NCCN Guidelines® or the NCCN Compendium® for any reason and may not use the NCCN Guidelines® or the NCCN Compendium® for any commercial purpose.

B) Clinical Use
Clinicians may use the NCCN Guidelines® or the NCCN Compendium® accessed via the INTERLINK CancerCARE Program to support diagnosis and treatment of their cancer patients. At all times and for all purposes, the NCCN Guidelines® and the NCCN Compendium® may only be used in the context of clinicians exercising independent medical or professional judgment within the scope of their professional license. No one, including clinicians, may use the NCCN Guidelines® or the NCCN Compendium® for any commercial purpose and may not claim, represent, or imply that NCCN Guidelines® or the NCCN Compendium® that have been modified in any manner is derived from, based on, related to or arises out of the NCCN Guidelines® or the NCCN Compendium® .

C) Notices
No copyright, trademark or other notices or legends contained on the NCCN Compendium® shall be removed and all copies of the NCCN Guidelines® or the NCCN Compendium® must contain, at a minimum, the following notices: "© National Comprehensive Cancer Network, Inc 2011, All Rights Reserved. NATIONAL COMPREHENSIVE CANCER NETWORK®, NCCN®, NCCN GUIDELINES® and NCCN COMPENDIUM® are trademarks owned by the National Comprehensive Cancer Network, Inc."

D) Review of Use
Upon NCCN's request, USERS shall provide NCCN with examples of each use of the NCCN Guidelines® or the NCCN Compendium® under this Agreement. USER agrees to immediately cease any such use on receipt of notice from NCCN that such use is in violation of this Agreement.

4. Restrictions; Disclaimers; Limitation of Damages.
A) General
The NCCN Guidelines® and the NCCN Compendium® are based upon consensus of the authors regarding their views of currently accepted approaches to cancer treatment. The NCCN Guidelines® and the NCCN Compendium® are produced completely independently and are not intended to promote any specific drug or biologic. INTERLINK is a licensee of the NCCN Guidelines® and the NCCN Compendium® with permission to utilize the NCCN Guidelines® and the NCCN Compendium® solely as references. NCCN does not certify, guarantee, or promote the INTERLINK CancerCARE Program or its accuracy. To purchase the latest version of the NCCN Compendium® or to view the complete library of NCCN content, visit NCCN.org.

B) Updates
The NCCN Guidelines® and the NCCN Compendium® are updated at NCCN's discretion to reflect updates and changes in cancer care. All responsibility for INTERLINK to utilize updated versions of the NCCN Guidelines® and the NCCN Compendium® rests solely with INTERLINK. NCCN has no obligation to advise USER of any

updates nor does NCCN have any obligation to update the NCCN Guidelines® or the NCCN Compendium® at any time for any reason.

C) No Representations or Warranties
NCCN makes no representations or warranties and explicitly disclaims the appropriateness or applicability of the NCCN Guidelines® or the NCCN Compendium® to any specific patient's care or treatment. Any clinician seeking to treat a patient using the NCCN Guidelines® or the NCCN Compendium® is expected to use independent medical judgment in the context of individual clinical circumstances of a specific patient's care or treatment.

D) WARRANTY DISCLAIMER
NCCN MAKES NO WARRANTIES CONCERNING THE NCCN GUIDELINES® OR THE NCCN COMPENDIUM®, WHICH ARE PROVIDED "AS IS." NCCN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NCCN DOESNOT WARRANT THE ACCURACY, CURRENCY, APPROPRIATENESS, APPLICABILITY OR COMPLETENESS OF THE NCCN COMPENDIUM®, NOR OF ANY PARTICULAR NCCN GUIDELINE® ORMAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE NCCN COMPENDIUM® IN TREATMENT.

E) LIABILITY LIMITATION
IN NO EVENT SHALL NCCN OR ITS MEMBER INSTITUTIONS BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED UNDER THIS AGREEMENT OR USE OF THE NCCN COMPENDIUM® INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE, PHYSICAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OR ANY OTHER DAMAGES, LOSSES OR CLAIMS, EVEN IF NCCN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS.

5. Trademarks.
USER recognizes that NATIONAL COMPREHENSIVE CANCER NETWORK®, NCCN®, NCCN Guidelines® and NCCN COMPENDIUM®, are trademarks ("Marks") of the National Comprehensive Cancer Network, Inc., that NCCN retains all goodwill and intellectual property rights in such Marks and shall not use the Marks or any confusingly similar Marks for any commercial purpose, including, without limitation, for purposes of marketing or promoting its services, without the prior written approval of NCCN, which approval may be withheld in NCCN's sole discretion. Each approved use of the Marks shall require the independent written approval of NCCN.

6. Modification of User Agreement.
NCCN reserves the right to change the terms of the User Agreement with regard to the NCCN Guidelines® or the NCCN Compendium® at any time. Updated versions of this Agreement will appear in the INTERLINK CancerCARE Program. Continued use of any updated version of the NCCN Guidelines® or the NCCN Compendium® after any such changes constitutes USER's agreement to be bound by such changes.

7. Remedies for Violation.
NCCN reserves the right to seek all remedies available at law and in equity for violations of the User Agreement, including but not limited to the right to block access to the NCCN Guidelines® and/or the NCCN Compendium®.

8. General.
USER agrees that this Agreement contains the entire agreement between NCCN and USER relating to its subjectmatter. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. The terms of this Appendix will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving any effect to the conflict of law provisions thereof, and each party agrees to submit to personal jurisdiction in the federal and state courts of Pennsylvania and waives any objection to venues in said courts. This Agreement will not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is expressly excluded. The NCCN Guidelines® or the NCCN Compendium® will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, restrictions.

ParetoHealth

CancerCARE
Right Care. Right Place. Right Time.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made and entered into effective 03/01/2024 by and between Tazewell County (Covered Entity") and INTERLINK Health Services, Incorporated and INTERLINK Care Management, Inc. ("Business Associate") (jointly "the Parties"). In consideration of the mutual promises below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR part 160 and part 164, subparts A and E as now or hereafter amended.

(a) "*Breach*" shall have the same meaning given such term in 45 CFR 164.402.

(b) *"Electronic PHI"* shall mean protected health information that is transmitted or maintained in any electronic media, as this term is defined in 45 C.F.R. § 160.103.

(c) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended and related HIPAA regulations (45 CFR Parts 160-164).

(d) "*HITECH*" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

(e) *Limited Data Set"* shall mean protected health information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

(i) Names;
(ii) Postal address information, other than town or city, State, and zip code;
(iii) Telephone numbers;
(iv) Fax numbers;
(v) Electronic mail addresses;
(vi) Social security numbers;
(vii) Medical record numbers;
(viii) Health plan beneficiary numbers;
(ix) Account numbers;
(x) Certificate/license numbers;
(xi) Vehicle identifiers and serial numbers, including license plate numbers
(xii) Device identifiers and serial numbers;
(xiii) Web Universal Resource Locators (URLs);
(xiv) Internet Protocol (IP) address numbers;
(xv) Biometric identifiers, including finger and voice prints; and
(xvi) Full face photographic images and any comparable images.

(f) *"Protected Health Information"* or *"PHI"* shall mean information created or received by a health care provider, health plan, employer, or health care clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or

"PHI" in this Agreement shall mean both Electronic PHI and non-electronic PHI, unless another meaning is clearly specified.

(e) *"Security Incident"* shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this Agreement and a mandatory term of the HIPAA Regulations (as these terms may be expressly amended from time to time by the U.S. Department of Health and Human Services ("DHHS") or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

(b) Where provisions of this Agreement are different from those mandated by the HIPAA Regulations or the HITECH Act, but are nonetheless permitted by the Regulations or the Act, the provisions of this Agreement shall control.

(c) Except as expressly provided in the HIPAA Regulations, the HITECH Act, or this Agreement, this Agreement does not create any rights in third parties.

3. SPECIFIC REQUIREMENTS

(a) Privacy of Protected Health Information

(i) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, or disclose PHI only in a manner that is consistent with this Agreement or the HIPAA Privacy Rule and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "treatment, payment, and health care operations" in accordance with the HIPAA Privacy Rule.

(1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Agreement.

(2) Business Associate shall maintain safeguards as necessary to ensure that PHI is not used or disclosed except as provided for by this Agreement.

(ii) *Business Associate Obligations.* As permitted by the HIPAA Privacy Rule, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:

(1) the *use* relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or

(2) the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

(iii) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Agreement, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Privacy Rule and, where applicable, in accordance with the HITECH Act, Business Associate will make available to those individuals who are subjects of PHI, their PHI in Designated Record Sets by providing the PHI to Covered Entity (who then will share the PHI with the individual), by forwarding the PHI directly to the individual, or by making the PHI available to such individual at a reasonable time and at a reasonable location. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Privacy Rule, and where so required by the HITECH Act and/or any accompanying regulations, Business Associate shall make such information available directly to the individual. Business Associate further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.

Business Associate is not required to record disclosure information or otherwise account for disclosures of PHI that this Agreement or the Agreement in writing permits or requires: (i) for the purpose of payment activities or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; and (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented.

(vi) *Amendment.* Business Associate shall make available PHI for amendment and incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Privacy Rule.

(vii) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or further protect the PHI if Business Associate determines that return or destruction is not feasible.

(ix) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Agreement.

(x) *Termination for Breach.*

(1) Business Associate agrees that Covered Entity shall have the right to terminate this

Agreement or seek other remedies if Business Associate violates a material term of this Agreement.

(2) Covered Entity agrees that Business Associate shall have the right to terminate this Agreement or seek other remedies if Covered Entity violates a material term of this Agreement.

(b) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the integrity, confidentiality, and availability of, and to prevent nonpermitted use or disclosure of, PHI created or received for or from the Covered Entity.

(ii) Business Associate agrees that with respect to PHI, these safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(iii) More specifically, to comply with the HIPAA Security Standards for PHI, Business Associate agrees that it shall:

(1) Implement administrative, physical, and technical safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the Security Standards documentation requirements as required by the HITECH Act.

(2) As also provided for in Section 3(d) below, ensure that any agent, including a subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect it;

(3) Report to Covered Entity, Security Incidents of which Business Associate becomes aware that result in the unauthorized access, use, disclosure, modification, or destruction of the Covered
Entity's PHI, (hereinafter referred to as "Successful Security Incidents"). Business Associate shall report Successful Security Incidents to Covered Entity as specified in Section 3(e);

(4) For any other Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), Business
Associate shall aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 3(e);

(5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a Security Incident;

(6) Permit termination of this Agreement if the Covered Entity determines that Business Associate has violated a material term of this Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and

(7) Upon Covered Entity's request, Business Associate will provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI.

(c) Compliance with HIPAA Transaction Standards

(i) *Application of HIPAA Transaction Standards*. Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Agreement for the Covered Entity. As provided for in Section 3(d) below, Business Associate will require any agent or subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its agents or subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

(1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

(2) Adds any data element or segment to the maximum defined data set;

(3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

(4) Changes the meaning or intent of the Standard Transaction's implementation specification.

(ii) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to effect such data exchanges or notifications.

(iii) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to effect such data exchanges or notifications.

(d) Agents and Subcontractors.
Business Associate shall include in all contracts with its agents or subcontractors, if such contracts involve the disclosure of PHI to the agents or subcontractors, the same restrictions and conditions on the use, disclosure, and security of such PHI that are set forth in this Agreement.

(e) Breach of Privacy or Security Obligations.

(i) *Notice and Reporting to Covered Entity.* Business Associate will notify and report to Covered Entity (in the manner and within the timeframes described below) any use or disclosure of PHI not permitted by this Agreement, by applicable law, or permitted in writing by Covered Entity.

(ii) *Notice to Covered Entity.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than ten (10) calendar days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting the Covered Entity's obligations under the HITECH Act and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting to Covered Entity.

(1) For Successful Security Incidents and any other use or disclosure of PHI that is not permitted by this Agreement, the Agreement, by applicable law, or without the prior written approval of the Covered Entity, Business Associate - without unreasonable delay and in no event later than thirty (30) days after Business Associate learns of such non-permitted use or disclosure - shall provide Covered Entity a report that will:

a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such Breach;

b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;

c. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);

d. Identify who made the non-permitted access, use, or received the non-permitted disclosure;

e. Identify what corrective action Business Associate took or will take to prevent further non-permitted accesses, uses, or disclosures;

f. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and

g. Provide such other information, including a written report, as the Covered Entity may reasonably request.

(2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 3(b)(iii)(4); (ii) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate will implement to address the security inadequacies.

(iv) Indemnification. Business Associate agrees to indemnify and hold Covered Entity harmless from

any and all liability, damages, costs (including reasonable attorneys' fees and costs), and expenses imposed upon or asserted against Covered Entity arising out of any claims, demands, awards, settlements, judgments, penalties, or fines relating to use or disclosure of PHI contrary to the provisions of this Agreement, and/or applicable law by Business Associate or Business Associate's directors, officers, employees, agents, contractors or business associates.

(iv) *Termination for Breach.*

(1) Covered Entity and Business Associate each will have the right to terminate this Agreement if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Agreement by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

(v) *Continuing Privacy and Security Obligations.* Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Agreement will be continuous and survive termination, cancellation, expiration, or other conclusion of this Agreement or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Agreement, are those set forth in this Agreement.

Tazewell County

_____

David Zimmerman

_____

Name

_____

Signature

Tazewell County Board Chairman

_____

Title

_____

Date

INTERLINK

_____

Name

_____

Signature

_____

Title

_____

Date

CancerCARE
Right Care. Right Place. Right Time.

LETTER OF REPRESENTATION

To Whom It May Concern,

INTERLINK Care Management, Inc. CancerCARE has a business associate relationship with the health benefit plan of Tazewell County to provide cancer case management and treatment review services. Please provide CancerCARE with requested Medical Records so that they can perform their contracted services.

Such activities do not require patient authorization pursuant to 45 CFR 164.506. Medical Records can be submitted to CancerCARE via secure fax (503-640-6277) or email (cancermanagement@interlinkhealth.com).

If you have any questions, please feel free to contact CancerCARE at 877-640-9610.

Thank you for your time and attention.

_____
Signature of Authorized Representative for the Health Benefit Plan of Tazewell County

David Zimmerman
_____
Signatory Name Printed

Tazewell County Board Chairman
_____
Signatory Title

_____
Date

COMMITTEE REPORT

HR-24-11

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Human Resources Committee recommends to make changes to the County's Health Insurance Plan document to cover weight loss surgery procedures; and

WHEREAS, the treatment of obesity has been excluded under the County's Health Insurance Plan since 2012; and

WHEREAS, most insurance plans in the United States plus Medicare and Medicaid cover weight loss surgery; and

WHEREAS, weight loss surgery has been found to lower the risk of cancer, heart disease, high blood pressure, infertility, sleep apnea, stroke, and type 2 diabetes; and

WHEREAS, weight loss surgery has been found to be more economical long-term reducing the need for prescriptions such as high blood pressure and diabetes medication, reducing need for other treatments and procedures, increasing productivity, reducing absenteeism, and improving quality of life. Over a lifetime, weight loss surgery can have an incremental cost-effective ratio of $14,056 per quality-adjusted-life per year; and

WHEREAS, the average cost of weight loss surgery is $7,500 to $26,000 while weight loss medications can range from $800 to $1,400 per month indefinitely; and

WHEREAS, the County's TPA, Consociate, has recommended the approval of these types of weight loss surgery – gastric bypass, duodenal switch, SADI-S, gastric banding, and sleeve gastrectomy. Patients must meet certain criteria for each procedure before it may be approved including but not limited to BMI requirements, mental health consultation, and nutritional counseling; and

THEREFORE BE IT RESOLVED that the County Board approves the recommendations and directs Consociate to incorporate the attached changes into the health plans.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department and Consociate of this action in order that this resolution be fully implemented.

PASSED THIS 27th DAY OF MARCH, 2024.

ATTEST:

_____ _____

County Clerk County Board Chairman

Duodenal Switch, laparoscopic single anastomosis duodenal-ileal switch (SADI-S), Gastric Banding Device

1. Must meet *either* a (adults) *or* b (adolescents):

a. For adults aged 18 years or older, presence of persistent severe obesity, documented in contemporaneous clinical records, defined as *any* of the following:

i. Body mass index (BMI)) exceeding 40 (or exceeding 37.5 for persons of Asian ancestry) measured prior to preoperative preparatory program; *or*

ii. BMI greater than 35 (or exceeding 32.5 for persons of Asian ancestry) measured prior to preoperative preparatory program in conjunction with *any* of the following severe co-morbidities:

a. Clinically significant obstructive sleep apnea (i.e., person meets the criteria for treatment of obstructive sleep apnea set forth in CPB 0004 - Obstructive Sleep Apnea in Adults); *or*

b. Coronary heart disease, with objective documentation (by exercise stress test, radionuclide stress test, pharmacologic stress test, stress echocardiography, CT angiography, coronary angiography, heart failure or prior myocardial infarction); *or*

c. Medically refractory hypertension (blood pressure greater than 140 mmHg systolic and/or 90 mmHg diastolic despite concurrent use of 3 anti-hypertensive agents of different classes); *or*

d. Type 2 diabetes mellitus; *or*

e. Nonalcoholic steatohepatitis (NASH) or

b. For adolescents who have completed bone growth (generally age of 13 in girls and age of 15 in boys), presence of obesity with BMI exceeding 40;

2. Member has attempted weight loss in the past without successful long-term weight reduction; *and*

   Member has participated in an intensive multicomponent behavioral intervention designed to help participants achieve or maintain weight loss through a combination of dietary changes and increased physical activity. This intensive multicomponent behavioral intervention must meet *all* of the following criteria:

a. Member's participation in an intensive multicomponent behavioral intervention must be documented in the medical record. Records must document compliance with the program. For members who participate in an intensive multicomponent behavioral intervention (e.g., Jenny Craig, MediFast, Minute Clinic/Health Hubs, OptiFast, Weight Watchers), program records documenting the member's participation and progress may substitute for medical records. Program must be intensive (12 or more sessions on separate dates over any duration of time) and occur within 2 years prior to surgery. **Note:** Programs may extend beyond two years if the final session occurred within two years prior to surgery; *and*

   b. Intensive multicomponent behavioral intervention may be in-person or remote, and may be group or individual-based; *and*
   c. The intensive multicomponent behavioral intervention program must have components focusing on nutrition, physical activity, and behavioral modification (e.g., self-monitoring, identifying barriers, and problem solving). The multicomponent behavioral intervention program may be supervised by behavioral therapists, psychologists, registered dietitians, exercise physiologists, lifestyle coaches or other staff; *and*

3. Screening for obstructive sleep apnea (OSA), using a validated screening questionnaire (including the ESS, STOP Questionnaire (Snoring, Tiredness, Observed Apnea, High Blood Pressure), STOP-Bang Questionnaire (STOP Questionnaire plus BMI, Age, Neck Circumference, and Gender), Berlin Questionnaire, Wisconsin Sleep Questionnaire, or the Multivariable Apnea Prediction (MVAP) tool). The medical records should document that OSA screening has been performed, although the results of such screening do not need to be forwarded to Aetna for review. **Note**: Screening is not required for persons already diagnosed with OSA; *and*

4. For members who have an active substance abuse disorder, or have a history of eating disorder (in addition to obesity) or severe psychiatric disturbance (schizophrenia, borderline personality disorder, suicidal ideation, severe depression) or who are currently under the care of a psychologist/psychiatrist, pre-operative psychological clearance is necessary in order to exclude members who are unable to provide informed consent or who are unable to comply with the pre- and post-operative regimen. **Note**: The presence of depression due to obesity is not normally considered a contraindication to obesity surgery.

Per MCG criteria / Gastric Restrictive Procedure with Gastric Bypass by Laparoscopy

The patient must have obesity which meets one of the following bullet points:

- Adult patient has BMI of 35 or greater (32.5 or greater in Asian patients)
- Adult patient has BMI of 30 to 34.9 (27.5 to 32.4 in Asian patients)[A] and **ALL** of the
    - Clinically serious condition related to obesity (eg, type 2 diabetes, obesity hypoventilation, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe lower extremity osteoarthritis, treatment-resistant hypertension)
    - Failure of nonsurgical therapy, as indicated by **1 or more** of the following:
        - Inadequately controlled hyperglycemia despite optimal diabetic treatment[B]
        - Positive airway pressure therapy not effective or not tolerated for obstructive sleep apnea or obesity hypoventilation
        - Treatment-resistant hypertension[C]
        - Other serious obesity-related condition insufficiently responsive to nonsurgical treatment (eg, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe osteoarthritis)
- Adolescent patient (13 to 17 years of age) has BMI of 40 (or 140% of 95th percentile in age and sex-matched growth chart) or greater.
- Adolescent patient (13 to 17 years of age) has BMI of 35 (or 120% of 95th percentile in age and sex-matched growth chart) or greater and clinically serious condition related to obesity (eg, type 2 diabetes, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, Blount disease (tibia vara), slipped capital femoral epiphysis).

Patient is candidate for bariatric surgery, as indicated by **ALL** of the following

- Patient has tried and has failed to achieve and maintain sufficient weight loss with nonsurgical treatment.
- Correctable cause for obesity not identified (eg, hypothyroidism, Cushing syndrome)

- Current substance abuse not identified
- Not currently pregnant and no planned pregnancy within 18 months of surgery
- Expectation that patient will be able to adhere to postoperative care requirements (eg, judged to be committed, and willing to participate and adhere to postoperative instructions)
- No current untreated or uncontrolled eating disorder
- No serious untreated or uncontrolled medical, psychiatric, psychosocial, or cognitive condition that would interfere with adherence to postoperative instructions and self-care
- Patient is receiving treatment in multidisciplinary program that can provide **ALL** of the following:
    - Preoperative medical consultation
    - Preoperative mental health consultation
    - Nutritional counseling
    - Exercise counseling
    - Patient support programs

Per MCG criteria / Gastric Restrictive Procedure, Sleeve Gastrectomy, by Laparoscopy ORG: S-516 (ISC)

The patient must have obesity which meets one of the following bullet points:

- Adult patient has BMI of 35 or greater (32.5 or greater in Asian patients)
- Adult patient has BMI of 30 to 34.9 (27.5 to 32.4 in Asian patients)[A] and **ALL** of the
    - Clinically serious condition related to obesity (eg, type 2 diabetes, obesity hypoventilation, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe lower extremity osteoarthritis, treatment-resistant hypertension)
    - Failure of nonsurgical therapy, as indicated by **1 or more** of the following:
        - Inadequately controlled hyperglycemia despite optimal diabetic treatment[B]
        - Positive airway pressure therapy not effective or not tolerated for obstructive sleep apnea or obesity hypoventilation
        - Treatment-resistant hypertension[C]
        - Other serious obesity-related condition insufficiently responsive to nonsurgical treatment (eg, nonalcoholic fatty liver disease, pseudotumor cerebri, polycystic ovary syndrome, severe osteoarthritis)
- Adolescent patient (13 to 17 years of age) has BMI of 40 (or 140% of 95th percentile in age and sex-matched growth chart) or greater.
- Adolescent patient (13 to 17 years of age) has BMI of 35 (or 120% of 95th percentile in age and sex-matched growth chart) or greater and clinically serious condition related to obesity (eg, type 2 diabetes, obstructive sleep apnea, nonalcoholic fatty liver disease, pseudotumor cerebri, Blount disease (tibia vara), slipped capital femoral epiphysis).

And all of the following:

Patient has tried and has failed to achieve and maintain sufficient weight loss with nonsurgical treatment.

Correctable cause for obesity not identified (eg, hypothyroidism, Cushing syndrome)

Current substance abuse not identified

Not currently pregnant[E] and no planned pregnancy within 18 months of surgery

Expectation that patient will be able to adhere to postoperative care requirements (eg, judged to be committed, and willing to participate and adhere to postoperative instructions)

No current untreated or uncontrolled eating disorder

No serious untreated or uncontrolled medical, psychiatric, psychosocial, or cognitive condition that would interfere with adherence to postoperative instructions and self-care

Patient is receiving treatment in multidisciplinary program that can provide ALL of the following:

- Preoperative medical consultation
- Preoperative mental health consultation
- Nutritional counseling
- Exercise counseling
- Patient support programs