

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	March 18, 2025	Staff Lead:	Nina Arneson
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve 2025 South Country Health Alliance Delegation Agreement Amendment.		

BACKGROUND:

[South Country Health Alliance \(SCHA\)](#) and Goodhue County Health and Human Services (GCHHS) Delegation Agreement Amendment covers all the services SCHA entrusts to GCHHS to execute for the Goodhue County SCHA members.

A summary of the minor changes in this agreement includes:

- Some general updates due to the MnCHOICES transition and other changes;
- General grammatical/capitalization updates;
- Added the amendments from our last agreement; and
- Updated Exhibits, including an updated Exhibit D.

This agreement continues to be an excellent integrated partnership between SCHA and GCHHS.

RECOMMENDATION: GCHHS Department recommends approval as requested.

2025 DELEGATION AGREEMENT

THIS DELEGATION AGREEMENT effective January 1, 2025 by and between Goodhue County (“Delegated Entity”) and South Country Health Alliance (“SCHA”).

WHEREAS, South Country Health Alliance desires to delegate the provision of certain services described herein to Delegated Entity; and

WHEREAS, Delegated Entity desires to provide the delegated services described herein in accordance with SCHA policies and procedures and in compliance with applicable federal and state laws, regulations, and National Committee for Quality Assurance (NCQA) accreditation standards;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1 DEFINITIONS

The following terms as used in this Agreement shall have the meanings ascribed to them below unless the context clearly requires a different meaning:

- 1.1 Action:** 1) the denial or limited authorization of a requested service, including the type or level of service; 2) the reduction, suspension, or termination of a previously authorized service; 3) the denial, in whole or in part of payment for a service; 4) the failure to provide services in a timely manner; 5) the failure of the MCO to act within the timeframes identified; 6) for a resident of a rural area with only one MCO, the denial of a member’s request to exercise his or her right to obtain services outside the network.
- 1.2 Agreement:** This Agreement, including any schedules or other attachments hereto, all as presently in effect or as hereafter amended.
- 1.3 Appeal:** The oral or written request from the member, or the Provider acting on behalf of the member with the member’s written consent to the MCO for review of an Action. An appeal may be expedited if the member’s medical condition requires a decision within 3 days.
- 1.4 Care Coordination:** The assignment of an individual who coordinates the provision of all Medicare and Medicaid health and long-term care services for members, and who coordinates services to a member among different health and human service professionals and across settings of care. The individual must be a social worker, public health nurse, registered nurse, physician assistant, nurse practitioner or physician.
- 1.5 Case Management:** The coordination of care and services provided to members to facilitate appropriate delivery of care and services. It involves comprehensive assessment

of the member's condition; determination of available benefits and resources; and development and implementation of a case management plan with performance goals, monitoring and follow-up.

- 1.6 **Care Transition:** The movement of a member from one care setting to another as the member's health status changes; for example, moving from home to a hospital as the result of an exacerbation or a chronic condition or moving from the hospital to a rehabilitation facility after surgery.
- 1.7 **Care Transition, Planned:** Includes elective surgery or a decision to enter a long-term care facility.
- 1.8 **Care Transition Process:** The period from identifying a member who is at risk for a Care Transition through the completion of a transition. This process goes beyond the actual movement from one setting to another; it includes planning and preparation for transitions and the follow-up care after transitions are completed.
- 1.9 **CMS:** The federal Centers for Medicare and Medicaid Services, formerly known as the Health Care Financing Administration.
- 1.10 **CMS Contract:** The contract between SCHA and CMS for the provision of Medicare services.
- 1.11 **Complex Case Management:** The systematic coordination and assessment of care and services provided to members who have experienced a critical event or diagnosis that requires the extensive use of resources and who need help navigating the system to facilitate appropriate delivery of care and services.
- 1.12 **Elderly Waiver:** The Elderly Waiver (EW) program funds home and community-based services for people age 65 or older who require the level of medical care provided in a nursing home but choose to reside in the community. To receive EW services a person must choose community care and be eligible for Medical Assistance (MA) payment of long-term (LTC) services; assessed through a Long-Term Care Consultation (LTCC)/MnCHOICES assessment and determined to need the level of care provided in a nursing facility (NF-I or NF-II); be in need supports and services beyond those available through the standard MA benefit set according to the MnCHOICES assessment; and incurring a cost to MA for community-based services that is less than the cost of institutional care.
- 1.13 **Grievance:** An expression of dissatisfaction about any matter other than an Action, including but not limited to, the quality of care or services provided or failure to respect the member's rights.
- 1.14 **Managed Care Organization (MCO):** An entity that has or is seeking to qualify for a comprehensive risk contract and that is: (1) a Federally Qualified HMO that meets the advance directives requirements of 42 CFR §§489.100-104; or (2) any public or private entity that meets the advance directives requirements and is determined to also meet the

following conditions: a) makes the services that it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid recipients within the area served by the entity; and b) meets the solvency standards of 42 CFR §438.116.

- 1.15 Managing Employee:** An individual (including a general manager, business manager, administrator or director) who exercises operational or managerial control over the Delegated Entity or part thereof, or who directly or indirectly conducts the day-to-day operation of the Delegated Entity or part thereof as defined in 42 CFR §1001.2 and 42 CFR §455.101. Managing Employee is most often the director overseeing the department at the county responsible for the delegated activities under this Agreement.
- 1.16 Minnesota Health Care Programs (MHCP):** Medical Assistance and MinnesotaCare.
- 1.17 Minnesota Senior Care Plus (MSC+):** The benefit set that includes all services under MSC plus the Elderly Waiver home and community-based services and one hundred and eighty days (180) of nursing facility care.
- 1.18 Minnesota Senior Health Options (MSHO):** The prepaid managed care program for Medical Assistance-eligible seniors, age 65 and over, with Medicare. SCHA's MSHO product is called SeniorCare Complete.
- 1.19 MnCHOICES:** Means both the computer application used to complete LTSS assessments, support plans, and health risk assessments, and the assessment conducted to determine eligibility for long-term services and supports. The assessment is also known as the long-term care consultation (LTCC).
- 1.20 MSHO Community Well Members:** Members enrolled in SeniorCare Complete, SCHA's MSHO product, and SCHA is receiving a Community Well rate cell payment.
- 1.21 National Committee for Quality Assurance (NCQA):** A nonprofit organization that seeks to improve patient care and health plan performance in partnership with managed care plans, purchasers, consumers and the public sector. NCQA evaluates health plans' internal quality processes through accreditation reviews and works to develop health plan performance measures.
- 1.22 Provider:** An individual or entity that is engaged in the delivery of health care services and is legally authorized to do so by the state in which it delivers the services.
- 1.23 Significant Business Transaction:** Any business transaction or series of related transactions that, during any one fiscal year, exceeds either \$25,000 or 5 percent (%) of a Provider's total operating expenses.
- 1.24 Special Needs BasicCare (SNBC) Plan:** A service delivery system in which the State contracts with a Medicare Advantage Special Needs Plan to provide Medicaid services and/or integrated Medicare and Medicaid services to Medicaid eligible people with

disabilities who are between the ages of 18 through 64 at the time of enrollment. SCHAs SNBC products are called AbilityCare, SingleCare and SharedCare.

- 1.25 **State:** The Minnesota Department of Human Services or its agents, and the Commissioner of Human Services.
- 1.26 **State Contract:** The contract between SCHAs and the Minnesota Department of Human Services for the purpose of providing and paying for health care services and supplies to recipients enrolled in SCHAs under Minnesota Health Care Programs, MSC+, MSHO, or the SNBC Plan.
- 1.27 **TruCare:** A secure web-based case management system that allows users to see a holistic picture of a member via case notes, referrals, assessments, care plans, authorizations and other clinical information, which helps facilitate Care Coordination activities.

SECTION 2 SCHAs RESPONSIBILITIES

- 2.1 **Delegated Activities.** SCHAs shall delegate to Delegated Entity the provision of Care Coordination duties and other services as set forth in Exhibit A, which is attached hereto and incorporated herein, and in accordance with SCHAs policies and procedures, applicable laws and regulations, and NCQA accreditation standards.
- 2.2 **SCHAs Policies and Procedures.** Prior to execution of this Agreement, SCHAs shall provide to Delegated Entity copies of SCHAs policies and procedures applicable to this Agreement either through regular mail or electronically. SCHAs may change its policies and procedures by providing thirty (30) days prior written notice to Delegated Entity of the changes and their effective dates. However, if required by State or federal law, regulation, or regulatory action, SCHAs may change its policies and procedures by providing written notice to Delegated Entity of the changes and their effective dates. Any notice provided to Delegated Entity under this section may be in an electronic format.
- 2.3 **Oversight, Monitoring and Audit.** SCHAs shall perform ongoing oversight and monitoring of Delegated Entity's performance under this Agreement, including but not limited to, review of any required reporting under this Agreement. At any time, but at least annually, SCHAs will audit records and documents related to the activities performed under this Agreement. This process includes the annual care plan audits required through DHS MSHO/MSC+ and SNBC products. SCHAs will perform the annual care plan audits as per DHS' protocol. SCHAs, in its sole discretion, will conduct review of Delegated Entity's written policies and procedures and member files. SCHAs will provide written notice of annual audits at least thirty (30) calendar days prior to the audit. SCHAs shall provide a report of its audit findings to Delegated Entity within ninety (90) calendar days of the audit's conclusion. For all additional audits, SCHAs shall provide at least fourteen (14) calendar days prior written notice, unless State or federal regulators or NCQA

accreditation agencies require a shorter timeframe. The audit notes shall include a list of the records to be reviewed.

- 2.4 Revocation of Delegation.** SCHA may revoke the delegation of some or all of the activities which Delegated Entity is obligated to perform under this Agreement in the event Delegated Entity fails to perform the delegated activities or correct non-compliant delegated activities as outlined in the Corrective Action Plan, as provided in Section 3.3 of this Agreement, in a timely manner and to the satisfaction of SCHA and in accordance with SCHA policies and procedures and applicable laws, regulations and NCQA accreditation standards. The delegate agrees to allow SCHA to perform additional audits as necessary to verify compliance of the Corrective Action Plan. In such event, SCHA may elect to terminate or modify this Agreement pursuant to Section 5.
- 2.5 SCHA Accountability.** SCHA shall oversee and at all times remain accountable to CMS and the State for any functions or responsibilities of SCHA under its contracts with CMS and the State, including functions or responsibilities delegated to Delegated Entity under this Agreement.
- 2.6 Public Health Goal.** SCHA agrees to meet with Delegated Entities to develop and discuss mutual objectives related to public health priorities.
- 2.7 Provision of Member Data.** South Country agrees to provide the following information when requested: member experience data, if applicable, and clinical performance data. This data requested may be, but not limited to, results of member experience surveys, relevant to delegate functions, relevant claims data or results of relevant clinical performance measures. The delegate must give written notice of the data request to South Country at least 30 days in advance, unless State or federal regulators require a shorter timeframe. The delegate agrees to work with South Country as needed regarding the obtaining of the data.

SECTION 3 DELEGATED ENTITY RESPONSIBILITIES

- 3.1 Delegated Activities.** Delegated Entity shall provide the services set forth in Exhibit A and Exhibit B in accordance with SCHA policies and procedures and applicable law, regulations and NCQA accreditation standards.
- 3.2 Law, Regulations and Licenses.** Delegated Entity shall maintain all federal, State and local licenses, certifications, accreditations and permits, without material restriction, that are required to provide the services under this Agreement. Delegated Entity shall notify SCHA in writing within ten (10) business days after it learns of any suspension, revocation, condition, limitation, qualification or other material restriction on Delegated Entity's licenses, certifications, accreditation or permits.
- 3.3 Corrective Action Plans.** In the event that, during an audit or any other time during the term of this Agreement, SCHA discovers any deficiencies in Delegated Entity's performance of any services under this Agreement, Delegated Entity shall develop a

Corrective Action Plan for the specific activity that SCHA determines to be deficient. The Corrective Action Plan shall include specifics of and timelines for correcting any deficiencies and shall be provided to SCHA within two (2) weeks after SCHA notifies Delegated Entity of the deficiency/deficiencies or issues its annual audit report to Delegated Entity. SCHA shall review and comment on the Corrective Action Plan within two (2) weeks after receiving it from Delegated Entity. Delegated Entity shall implement the Corrective Action Plan within the specified timeframes. In the event the Corrective Action Plan is not developed and/or implemented within such timeframes, SCHA may revoke all or certain delegated activities pursuant to Section 2.4 and/or terminate this Agreement pursuant to Section 5. If deficiencies are identified or repeated, SCHA retains the right to increase monitoring, evaluations, and audits of Delegated Entity until the deficiencies are corrected.

- 3.4 Reporting.** Delegated Entity shall provide SCHA with regular reports; at least semi-annually, regarding the provision of services under this Agreement. SCHA shall review any required reporting as part of its ongoing oversight and monitoring of compliance with this Agreement. SCHA shall promptly notify Delegated Entity of any concerns identified as a result of regular reporting or as a result of a failure to provide regular reports. Reports are identified on Exhibit C of this Agreement.
- 3.5 Document Submission.** Delegated Entity shall provide SCHA its Waiver Quality Assurance Plan Survey and Gaps Analysis in availability of EW services if requested by SCHA within 60 days of the request.
- 3.6 Appeals and Grievance.**
- a) Notify SCHA’s Grievance & Appeals (G/A) department of any potential grievance and appeals requests (filed by or on behalf of the member) as follows (requests are to be submitted via email to Grievances-Appeals@mnscha.org or via FAX to SCHA’s G/A department at (507) 444-7774): **No later than** one business day of receipt for all standard grievance and appeal requests.
 - b) **No later than** four (4) regular business hours of receipt **AND** no later than end of the same business day in which it is first received, for all expedited grievance and appeal requests.
 - i. Place “EXPEDITED G/A REQUEST” in the subject headline of the email.
- 3.7 Utilization Management.** Delegated Entity agrees to forward all requests to SCHA Health Services for prior authorization or pre-certification regarding dental, medical or pharmacy within one business day of knowledge of request. If the service is expedited, the Delegated Entity will forward the request within three hours of receipt and will verbally notify SCHA.
- 3.8 Long Term Care Screening Document Entry.** The Delegated Entity will be responsible to enter all Long Term Care (LTC) Screening Documents into MMIS for all MnCHOICES assessments conducted to determine eligibility for long-term services and supports. Pre-Admission Screening (PAS) for skilled nursing facility placements are required to be entered into MMIS by the Delegated Entity.

- 3.8.1** Enter member Elderly Waiver LTC Screening Documents into MMIS prior to the first capitation cut-off date each month or alert SCHA Community Engagement team of the delay and rational for the delay.
 - 3.8.2** Enter and exit LTCC Screening Document exiting a member from the Elderly Waiver when the member has been in a skilled nursing facility more than 30 days. The LTCC screening document must be entered within 60 days of the living arrangement change.
 - 3.8.3** Complete an OBRA Level I/signed PAS for all skilled nursing facility admissions and make these available to SCHA within one (1) week. Send the OBRA Level I or signed PAS to the nursing home who is admitting the member. If the OBRA Level I PAS identifies that an OBRA Level II is needed, complete or refer to appropriate county.
 - 3.8.4** The Delegated Entity will notify SCHA within one business day of a member who previously was determined to meet Nursing Facility Level of Care but upon subsequent assessment is determined to not meet the Nursing Facility Level of Care criteria, to request a review of the assessment results.
- 3.9 Request for a Long Term Care Consultation (LTCC).** The Delegated Entity must provide for a LTCC within 20 calendar days of request and make that assessment available to SCHA upon request. The Delegated Entity agrees to provide SCHA with a MnCHOICES assessment performed for a member to determine the member’s risk of nursing home placement or current need for nursing home care according to applicable MN statutes.
- 3.10 Care Coordinator Assignment:** The Delegated Entity will assign a care coordinator to each newly enrolled member on SeniorCare Complete, MSC+, AbilityCare, and SingleCare for the required Care Coordination activities. The Delegated Entity will ensure all members enrolled on SeniorCare Complete, MSC+, AbilityCare and SingleCare will have an assigned care coordinator at all times. Members must be reassigned to a new care coordinator if a care coordinator resigns from their position. If the care coordinator is out on leave and will be returning to their position, there is no need to reassign members to new care coordinators. Delegated Entity will need to follow all processes outlined in the Care Coordination Grids and to enter all required information into TruCare.
- 3.11 LTCC Expansion.** The Delegated Entity will assist the member moving to a registered housing with services facility to obtain or recover a verification code from the Senior Linkage Line or found in MMIS.
- 3.12 Comply with Minnesota Statute 62Q75 Subd.3.** Delegated Entity will comply with said statute that states that “healthcare providers and facilities must submit their charges to a health plan company or third-party administrator (TPA) within 6 months from the date of service or the date the healthcare provider knew or was informed of the correct name and address of the responsible health plan company or TPA, whichever is later.”

- 3.13 Enrollee Satisfaction Survey.** The Delegated Entity agrees to cooperate with SCHA to conduct a satisfaction survey of members.
- 3.14 Care Coordinator Performance:** The Delegated Entity shall have a process to evaluate the performance of individual care coordinator in the provision of care coordination for SCHA members and report to SCHA performance that is negatively affecting the care coordination of the SCHA member.

Members may request and be offered a different care coordinator, and the Delegated Entity will immediately notify SCHA of any such request. South Country can also request the Delegated Entity to change the member to a new care coordinator if the member reaches out to South Country.

SCHA will share care coordinator performance information with the Delegated Entity as appropriate (i.e., feedback from the care coordination satisfaction survey, care plan audits, etc.).

- 3.15 Community First Services and Supports Assessments (formerly Personal Care Assessments (PCA):** The Delegated Entity agrees to complete Community First Services and Supports (CFSS) assessments within the DHS required timeframe after referral and annually thereafter once the request is received from the PCA/CFSS Agency. The Delegated Entity will follow the communication/authorization process established by South Country.

SECTION 4 SUB-DELEGATION

Under certain circumstances, SCHA may allow Delegated Entity to sub-delegate all or part of the delegated services under this Agreement to another entity. Prior to any such sub-delegation arrangement, Delegated Entity must receive written approval from SCHA and must:

- (a) Provide SCHA with Delegate Entity’s pre-delegation assessment findings of the potential sub-delegate;
- (b) Warrant the delegation agreement between Delegated Entity and sub-delegate meets (1) all applicable SCHA requirements, (2) all applicable State and federal law requirements, and (3) all terms and conditions of this Agreement;
- (c) Agree to oversee and perform audits of those activities it has delegated to another entity;
- (d) Provide all reports to SCHA that are required under this Agreement; and
- (e) Agree that Delegated Entity and the sub-delegate adhere to delegation requirements as per applicable State and federal law and NCQA requirements, including the Medicare Advantage Special Needs Plan regulations.

SECTION 5 TERM, TERMINATION, MODIFICATION

- 5.1 Initial Term.** This Agreement shall commence on January 1, 2025, and continue through December 31, 2025.
- 5.2 Contract Renewal.** Unless otherwise terminated pursuant to Section 5.3, this Agreement will automatically renew on the termination date and on each one (1) year anniversary of such date for additional terms of one (1) year.
- 5.3 Termination.** This entire Agreement, complete sections of this Agreement, or certain delegated services contained in this Agreement, may be terminated as follows:
- (a) by either party, without cause upon one hundred twenty (120) days written notice to the other party;
 - (b) by either party, in the event of a material breach of this Agreement by the other party, upon thirty (30) days prior written notice to the other party;
 - (c) by SCHA immediately, due to failure of Delegated Entity to perform delegated activities under this Delegation Agreement that could endanger or harm SCHA health plan enrollees;
 - (d) by SCHA, upon thirty (30) days prior written notice to Delegated Entity, in the event Delegated Entity is out of compliance with this Agreement and refuses to enter into a Corrective Action Plan or agree to a modification of this Agreement;
 - (e) by SCHA, upon thirty (30) days prior written notice to Delegated Entity, in the event Delegated Entity does not comply with an established Corrective Action Plan;
 - (f) by SCHA immediately, if Delegated Entity seeks to sub-delegate the performance of delegated services under this Agreement without SCHA's written prior approval to sub-delegate; or
 - (g) by SCHA immediately, due to Delegated Entity's loss or suspension of any applicable licensure status or loss of liability insurance.
- 5.4 Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute a single original. Electronic, scanned or facsimile signatures shall be deemed originals for the purpose of this Agreement.

SECTION 6 REGULATORY COMPLIANCE

- 6.1** SCHA, Delegated Entity and Delegated Entity's contractors and subcontractors, agree to comply with all applicable federal and State statutes and regulations, as well as local ordinances and rules now in effect and hereinafter adopted, including, but not limited to all applicable Medicaid and Medicare laws, regulations, and CMS instructions.
- 6.2** Disclosure of Ownership Information: Delegated Entity must update disclosure information annually or as needed in accordance with 42 CFR §455.104. The required information includes the name, address, date of birth and social security number of any Managing Employee of the Delegated Entity.

- 6.3** All tasks performed under the Agreement must be performed in accordance with SCHAs Policy and Procedure regarding Care Coordination for MSC+ and SeniorCare Complete (MSHO) and AbilityCare, SingleCare, SharedCare (SNBC) programs, the provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves SCHAs of its responsibility under such contracts with the State and CMS. If any provision of the Agreement is in conflict with provisions of such contracts, the terms of such contracts shall control.
- 6.4** Delegated Entity is obligated to comply with other laws, specifically Federal laws and regulations designed to prevent or detect fraud, waste, and abuse including, but not limited to: applicable provisions of Federal criminal law; the False Claims Act (31 U.S.C. 3729 et seq.); the Anti-kickback statute (Section 1128B (b) of the Act); HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164, and with Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub Law 111-5 (“ARRA”) and any implementing regulations that may be enacted.
- 6.5** Delegated Entity agrees that members are not discriminated against in the delivery of health care services consistent with benefits covered in their member handbook based on medical coverage, health status, receipt of health care services, claims experience, medical history, genetic information, disability (including mental or physical impairment), marital status, age, sex (including sex stereotypes and gender identity), sexual orientation, national origin, race, color, religion, creed, or public assistance status.
- 6.6** Delegated Entity assures that services are provided in a culturally competent manner.
- 6.7** Delegated Entity adheres to the prohibited use of Medicare excluded practitioners.
- 6.7.1** Delegated Entity will search the OIG List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List (EPLS) databases monthly, and require all subcontractors to search the LEIE monthly, for any Employees, Agents, or Providers to verify that these persons:
- 6.7.1.1** Are not excluded from participation in a federal health care program under Section 1128 or 1128A of the Social Security Act; and
- 6.7.1.2** Have not been convicted of a criminal offense related to that person’s involvement in any program established under Medicare, Medicaid or the title XX services program.
- 6.7.2** Delegated Entity will report to SCHAs within five (5) days any information regarding individuals or entities specified in 6.7.1.1, who have been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, and title XX services program, or those have been excluded from participation in a federal health care program under Sections 1128 or 1128A of the Social Security Act.

- 6.7.3** Upon discovery of an ineligible individual or entity, Delegated Entity will immediately relieve the employee, agent, Provider or subcontractor from his or her responsibilities or the business relationship will immediately be discontinued.
- 6.7.4** Delegated Entity shall report within one business day to SCHA the name, specialty and address, and reason for nonrenewal or termination of each contracted healthcare provider whose contracts have been terminated not renewed during the previous quarter.
- 6.8** Delegated Entity agrees to send to members only SCHA approved written materials, related to SCHA benefits. Mailed care coordination and benefit items must include the disclaimer: SCHA Important Plan Information.
- 6.9** Delegated Entity recognizes and agrees that it is obligated by law to meet the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Pub Law 104-191, and its implementing regulations, 45 C.F.R. Parts 160, 162 and 164 (“HIPAA”), including the safeguarding of individuals’ Protected Health Information (“PHI”), and with Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub Law 111-5 (“ARRA”) and any implementing regulations that may be enacted, as detailed in the Business Associate Agreement (Exhibit D) attached to this Agreement.
- 6.10** Upon request, Delegated Entity must report to SCHA information related to business transactions in accordance with 42 CFR §455.105(b). Delegated Entity must be able to submit this information to SCHA within fifteen (15) days of the date of a written request from the State or CMS.

SECTION 7 BOOKS AND RECORDS

- 7.1 Confidential and Accurate Records.** SCHA and Delegated Entity agree to maintain the confidentiality of protected health information regarding SCHA enrollees and to comply with all State and federal requirements for accuracy and confidentiality of enrollees’ records, including the requirements established by SCHA and each applicable product.
- 7.2 Collection and Retention of Information.** Delegated Entity shall maintain an accurate and timely record system through which all pertinent information relating to this Agreement is documented. Delegated Entity shall retain all information and records related to this Agreement for a period of ten (10) years following the termination of this Agreement or for such longer period as required by applicable State or federal law or regulation.
- 7.3 Right to Inspect; Release of Information to SCHA.** Delegated Entity agrees to provide to SCHA during the term of this Agreement and for a period of ten (10) years following the provision of services access to all information and records, or copies of records, related to this Agreement. Delegated Entity shall promptly provide information to SCHA as requested for payment purposes, administration of benefits or any other obligation SCHA has to an enrollee under the law. SCHA shall develop and implement a process for

securing necessary consents from enrollees or their legal representatives in connection with the enrollment process to authorize the release of records provided under this Section. Delegated Entity has no obligation to release records to the extent such release is unlawful.

- 7.4 Right to Inspect; Release of Information to Federal and State Agencies.** Delegated Entity shall provide the State and federal government and any of their authorized representatives, including but not limited to CMS, the Comptroller General and the State with the right, in accordance with State and federal laws and regulations, to inspect, evaluate, and audit any pertinent books, documents, financial records, papers, and records pertaining to any aspect of services performed, reconciliation of benefit liabilities, determination of amounts payable or financial transactions related to this Agreement. The right to inspect, evaluate and audit under this Section shall extend through ten (10) years from the termination date of the Agreement or such longer period as permitted or required by applicable State or federal law or regulation.

Delegated Entity shall make all such records available to authorized representatives of the State and federal government during normal business hours and at such times, places, and in such manner as authorized representatives may reasonably request for the purposes of audit, inspection, examination, and for research as specifically authorized by the State in fulfillment of State of federal requirements.

Delegated Entity specifically acknowledges and agrees that the U.S. Department of Health and Human Services and the Comptroller General, or their designees, shall have the right to audit, evaluate, and inspect pertinent books, contracts, documents, papers, and records involving transactions related to the CMS Contract. This right shall extend for ten (10) years following the termination of this Agreement or from the date of completion of any audit, whichever is longer. SCHA shall develop and implement a process to authorize the release of records provided under this section. Delegated Entity has no obligation to release records to the extent such release is unlawful.

SECTION 8 RESPONSIBILITY FOR DAMAGES

Each party shall be responsible for all damages, claims, liabilities, or judgments that may arise as a result of its own negligence or intentional wrongdoing. Any costs for damages, claims, liabilities, or judgments incurred as a result of the other party's negligence or intentional wrongdoing shall be the responsibility of the negligent party.

SECTION 9 DISPUTE RESOLUTION

SCHA and Delegated Entity agree to work together in good faith to resolve any and all disputes related to this Agreement. In the event SCHA and Delegated Entity are unable to resolve disputes arising as a result of this Agreement, this Agreement shall be modified or terminated pursuant to Section 5.

**SECTION 10
FEES AND REIMBURSEMENT**

The parties agree that SCHA will pay Delegated Entity those rates specified in Exhibit E for the services rendered by Delegated Entity pursuant to this agreement.

**SECTION 11
MISCELLANEOUS**

- 11.1 Incorporation of Relevant Statutes and Regulations.** The parties agree that the services to be provided under this agreement, the contractual arrangements between the parties, and the respective responsibilities and obligations of the parties, shall be further specified in relevant State and federal regulations and contracts, and that those regulations and contracts shall be incorporated into the subsequent contract between the parties.
- 11.2 Binding Effect of Agreement; Subsequent Contract.** The parties agree to be bound by the terms of this Agreement for the services to be provided under this agreement until the parties enter a subsequent agreement or the Agreement is terminated by either party.
- 11.3 Notices.** All notices, payments, requests or demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) two (2) days after when mailed by registered or certified U.S. mail, postage prepaid, and addressed to the recipient at the address shown in the signature block to this Agreement; or (ii) upon receipt when delivered in person, by courier or by delivery service, return receipt requested, to the address of the parties set forth herein. A party may change the address to which notices may be sent by giving written notice of such change of address to the other party.
- 11.4 Assignment.** Neither party may assign, delegate or transfer this Agreement or the rights granted herein without consent of the other party, with the exception of the Sub-Delegation arrangements outlined in Section 4, and which consent shall not be unreasonably withheld.
- 11.5 Amendment.** This Agreement may only be modified through a written amendment signed by both parties. Notwithstanding the foregoing, SCHA may unilaterally amend this Agreement to comply with applicable State or federal law or regulation or NCQA accreditation standards. Such amendment will be effective on the date the applicable statute, regulation or NCQA accreditation standard becomes effective. The amendment will not require agreement by Delegated Entity.
- 11.6 Waiver.** The waiver of any provision (including the waiver of breach of any such provision) of this Agreement shall not be effective unless made in writing by the party granting the waiver. Any waiver by a party of any provision or the waiver of breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or a continuing waiver of the breach of the provision.

11.7 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota.

11.8 Entire Agreement. This Agreement, which incorporates all exhibits, attachments, addenda, and appendices to it, constitutes the entire understanding between the parties in regard to its subject matter and supersedes all other previous oral or written agreements concerning all or any part of the subject matter of this Agreement.

11.9 Severability. If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.

11.10 Survival. Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination.

11.11 Approvals of this Agreement. The effectiveness of this Agreement is subject to the approval of this Agreement by the Minnesota Department of Human Services.

IN WITNESS WHEREOF, the parties have executed this Delegation Agreement to be effective as of the Effective Date.

DELEGATED ENTITY: Goodhue County By: _____ Print Name: _____ Title: _____ Date: _____	SOUTH COUNTRY HEALTH ALLIANCE 6380 West Frontage Road Medford, MN 55049 By: _____ Print Name: _____ Title: _____ Date: _____
--	---

Exhibit A

Services To Be Provided By Delegated Entity

Delegated Entity agrees to perform the following services and/or meet the following State mandated requirements on behalf of South Country:

1. Hire staff qualified to perform the duties outlined in the Community Care Connector position description. Duties are outlined in Exhibit B.
2. Ensure all duties outlined in Exhibit B are completed within required timelines.
3. Hire staff to perform Care Coordination duties consistent with MCO/DHS contracts, which read that for MSHO/MS C+ the Certified Assessor must also serve as the ongoing care coordinator/case manager of the enrollees assessed. For SNBC, the case manager/care manager must be a social worker, licensed social worker, registered nurse, physician assistant, nurse practitioner, public health nurse, or a physician with experience working with individuals with disabilities, primary care, nursing, behavioral health, or social services and/or community-based services. All care coordinators must not be in a position to directly influence an enrollee's housing or employment to help avoid possible conflicts of interest.
4. Perform the Care Coordination duties outlined in the South Country Policy and Procedures and Care Coordination Grids, including but not limited to, Care Coordination for members on MS C+ and SeniorCare Complete and AbilityCare, SingleCare, SharedCare and other members as requested by South Country.
5. Delegated Entity shall provide South Country with written reports or supply the information specified therein as identified by South Country. South Country agrees to provide reasonable advance notice when requesting information from the Delegated Entity. The Delegated Entity shall submit written reports or supply the information to South Country as Reports are identified in Exhibit C.
6. Delegated Entity agrees to appoint representatives to participate in South Country workgroups and scheduled meetings with South Country for the regular sharing and exchange of information. It is the responsibility of the Delegated Entity's participant to transfer information to the appropriate others.
7. The Delegated Entity will fully cooperate with the annual Care Plan Audit and Care System Review with any other audits requested and/or completed by South Country personnel. The County will provide all necessary documentation as requested by South Country and have available supporting evidence of required elements within the designated timelines as requested by South Country.
8. The Delegated Entity will act as a pass-through entity for Elderly Waiver Direct-Delivery Services (tier 2) or Purchased-Item Services (tier 3). Providers of tier 2 and tier 3 services must meet state service standards but may deliver goods as enrolled or non-enrolled

Providers. For non-enrolled Providers, the Delegated Entity on behalf of South Country must assure the Provider is qualified according to state standards, execute a purchase agreement utilizing MN DHS eDoc 7004c, follow record retention guidelines, and maintain a written record of approved tier 2 and 3 Providers. Delegated Entities will submit copies of the Provider approval log at least one (1) time per year and/or as requested by South Country.

9. Delegated Entity shall develop a written plan that works for their specific system regarding the establishing of caseload ratios. South Country expects delegates to consider the following when weighting cases and developing caseload ratios: members on the caseload with low English proficiency or need for translation; case mix; rate cell designation; member need for high intensity acute Care Coordination; mental health status; travel time to/from member's home; or lack of family or informal supports. South Country generally recommends that non-Elderly Waiver caseloads be no more than 1:100 and Elderly Waiver caseloads to be no more than 1:50. Delegated Entities must submit their plans to South Country upon request.



EXHIBIT B

Position: Community Care Connector

Reports to: County Supervisor and Manager of Community Care Coordination

Effective Date: August 2024

PRIMARY FUNCTION:

Ensure that members receive the services necessary to meet their needs and experience smooth transitions between care settings. Connectors also ensure that communication between care settings and communication between South Country, county and community partners and resources occur to support the needs of members. Desired outcomes are attained through collaborative problem-solving approaches.

The Connector works to ensure a collaborative approach between the South Country and county team members. The position will develop positive relationships with and between South Country, county, local health care providers, nursing facilities and members. They will help to ensure timely and accurate communication between team members. The Connector serves as the South Country liaison within the community/county, working toward positive outcomes for the member and South Country. The position promotes preventive services, early intervention to members and utilizes referral services available throughout the county.

Connectors can choose to delegate specific tasks to a case aide as outlined in the Connector and Case Aide Responsibilities List and as agreed upon between South Country and the county.

Reporting: Under the general direction of the South Country manager of community care coordination and the county supervisor.

MINIMUM QUALIFICATIONS OF EDUCATION & EXPERIENCE

Registered nurse, licensed in Minnesota; or social worker; or a bachelor's degree in a related field.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Collaborate
 1. Assist in identifying moderate to complex members by informing South Country of members' health issues.

2. Assist in creating and maintaining reports and follow-up as requested by South Country.
3. Promote early intervention and preventive services to members and importance of establishing care with a primary care provider.
4. Work with South Country to ensure members appropriate use of the emergency department, hospitalization, and re-admissions to hospital through telephonic, written or face-to-face follow up with members after discharge to promote provider follow up.
5. Collaborate with South Country to schedule and assist with the facilitation of the South Country meetings.
6. Assist with transitions of care through working with discharge planners, providers, members and/or authorized representatives.
7. Help identify and recommend community engagement opportunities for South Country to participate in.
8. Participate in events and initiatives to promote South Country and answer questions.

- Communicate

1. Reach out, follow up with members and connect members to resources to address identified needs including social determinants of health.
2. Document in TruCare members' responses to outreach as directed by South Country.
3. Develop relationships with key community partners and resources.
4. Develop and maintain strong communication and relations with South Country and county entities.
5. Educate members and county staff about the Member Advisory Committee to help recruit members to participate.
6. Provide communication and education to county staff, community partners and providers about the Connector role.

- Coordinate

1. Organize and attend monthly interdisciplinary care team meetings.

2. Refer members and/or families, county, providers, community resources to member services or other appropriate South Country staff for benefit and issue resolution and assist as needed.
3. Refer member issues to county staff and/or other agencies as needed to ensure members' access to community services and resources.
4. Coordinate activities and information with the county supervisor.
5. Ensure South Country materials are up to date for county staff and assist with distribution.

- Other duties as assigned.

PROFILE REQUIREMENTS:

- Works as a team with South Country and county staff;
- Promotes South Country policies and mission in performing all duties and responsibilities;
- Incorporates best practice into all process initiatives;
- Has a valid driver's license;
- Demonstrates excellent communication skills;
- Has working knowledge of community services and resources;
- Has working knowledge of South Country products and operations, including the website.



Community Care Connector/Case Aide Responsibilities List

Note: Care coordination related responsibilities highlighted in green

Community Care Connector or Case Aide	Community Care Connector
<p>General/Other</p> <ul style="list-style-type: none"> • Be available for South Country staff • Be knowledgeable about all South Country products and programs 	<p>General/Other</p> <ul style="list-style-type: none"> • Document in TruCare • Have a back-up Connector available when absent and notify the CSM
<p>Member Engagement</p> <ul style="list-style-type: none"> • Field non-South Country member calls about South Country products for potential enrollment • PMAP/MNCare survey outreach calls • Send out lead test letters and pregnancy info (optional – could be done by someone on Family Health Committee) 	<p>Member Engagement</p> <ul style="list-style-type: none"> • Educate/promote early intervention and preventive services and the importance of establishing care with a primary care provider • Assist in identifying moderate to complex members and notify South Country • Assist members with transitions of care and social determinants of health needs/resources • Assist with billing issues • Emergency department follow up and coordination (if needed) • PMAP/MNCare hospital follow up and coordination (if needed) • Conduct outreach, provide education and assist members on the Turning 65/Gaining Medicare Report • PMAP/MNCare referrals to and coordination with community services and resources (from survey outreach) • Educate members about the Member Advisory Committee and help recruit members to participate

Community Care Connector or Case Aide	Community Care Connector
<p>County Engagement</p> <ul style="list-style-type: none"> • Send enrollment information to appropriate county staff within one business day of receipt from CSM • Notify county financial workers of updates, such as the member’s assigned CC, member updated phone or member updated address within 10 days of receipt • Support of care coordination activities: <ul style="list-style-type: none"> ○ Organize and attend ICT meetings ○ Follow up with CCs to ensure CC has been assigned to all new members ○ Report any outdated materials and order/maintain brochure and voucher information for CCs ○ Send dental tools to CC ○ Check reports and distribute ○ Run reports every six months to verify care coordinator assignments ○ Communicate with nursing homes on new enrollees and care conf. schedules 	<p>County Engagement</p> <ul style="list-style-type: none"> • Actively connect with other county departments; present at county meetings so staff are aware of the Connector role • Develop strong relationships and be the liaison between South Country and the county • Coordinate activities and information with the county supervisor • Support of care coordination activities: <ul style="list-style-type: none"> ○ Communicate South Country updates to CCs ○ Attend and provide case consultation at ICT meetings • Educate county staff about the Member Advisory Committee to help recruit members to participate • Provide education for staff regarding the 5841 home care process and approvals
<p>Provider & Community engagement</p>	<p>Provider & Community engagement</p> <ul style="list-style-type: none"> • Establish relationships with and be a local resource for providers and community organizations for South Country questions and help promote South Country’s mission; look for ways to collaborate • Participate and engage with collaborative groups (provider groups, community groups, etc., if available) • Participate in community events to promote South Country and answer questions • Help identify and recommend community engagement opportunities for South Country to participate in each quarter (e.g., events, sponsorships, etc.)

EXHIBIT C

2025 Delegated Entity Reporting Responsibility

1. Recommendation for Action Denial, Termination or Reduction of Waivered Services and PCA/CFSS Services

Complete the Recommendation for Action DTR Note in TruCare within one (1) business day of the recommended action.

2. Recommendation for Request of Services

DSD Waiver Case Managers are to complete and send to the member's care coordinator the Recommendation for State Plan Home Care Services DHS eDoc 5841. This is to serve as expected communication between the waiver case manager and care coordinator.

3. Member Care Coordination Activity Report

The Delegated Entity will complete Care Coordination tasks within TruCare and/or MnCHOICES to allow South Country to pull reports.

- a. Complete the Health Risk Assessment (HRA) in MnCHOICES and enter the data from the HRA into the HRA Data Collection Tool within 30 days of the completed HRA.
- b. Complete a care/support plan in MnCHOICES within 30 days from the HRA.

4. Transitions of Care Follow-Up Contacts and Designated ER Visits

- a. The Delegated Entity will document in TruCare all hospital follow-up and designated ER visit contacts according to South Country requirements.
- b. The Delegated Entity will notify a member's Care Coordinator of a hospital admission, the same day of the notification being sent from South Country.
- c. The Delegated Entity Care Coordinator will provide and document care transitions for EW and Community Well members on SeniorCare Complete, MSC+, AbilityCare, and SingleCare using a Transition of Care Log in TruCare, case notes, and offering a Medication Reconciliation service as appropriate and submit to South Country upon request.

5. Report of Special Health Care Needs

South Country will inform the Connector of a member with Special Health Care Needs. The Connector will follow up with the member and document in TruCare. The Connector will notify the member's Care Coordinator if one is assigned.

6. Elderly Waiver Provider Network Analysis

Delegated Entity will inform South Country of any observed EW Provider gaps within their county and work with South Country staff as appropriate to resolve any member unmet needs and ensure Provider access for all members on the Elderly Waiver program.

7. Community Care Connector Activity Report

- a.** The Delegated Entity will document Community Care Connector tasks in TruCare, unless otherwise directed by South Country, to allow for South Country to pull reports.
- b.** The Delegated Entity will document referrals made on a member's behalf within TruCare or another platform if directed by South Country, to allow for South Country to pull reports.
- c.** The Delegated Entity will complete the PMAP/MNCare New Member Survey outreach calls by the deadline identified. If unable to meet the deadline the Delegated Entity will notify South Country, no later than three (3) business days prior to the deadline.
- d.** The Delegated Entity will return the No PCP Visit outreach calls to South Country by the deadline identified. If unable to meet the deadline the Delegated Entity will notify South Country no later than three (3) business days prior to the deadline.

EXHIBIT D

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into as of February 25, 2025, between South Country Health Alliance, located at 6380 West Frontage Road, Medford, MN 55049 ("Covered Entity") and Goodhue County, located at 429 West Ave., Red Wing, MN 55066, ("Business Associate").

WHEREAS, Covered Entity has entered into a contractual agreement with Business Associate that requires Business Associate to perform certain services on behalf of Covered Entity that may require Business Associate to create, receive, maintain, or transmit Protected Health Information, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 , Pub Law 104-191, and its implementing regulations, 45 C.F.R. Parts 160 and 164 ("HIPAA Rules") including all current and subsequent amendments.

WHEREAS, HIPAA and its implementing regulations require that Covered Entity and Business Associate enter into an agreement to ensure that Business Associate will appropriately safeguard Protected Health Information, as such term is defined under the HIPAA Rules.

WHEREAS, Covered Entity and Business Associate desire to conduct their relationship and services in compliance with HIPAA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties to this Agreement hereto agree as follows:

1. DEFINED TERMS.

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Electronic Protected Health Information, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. "Business Associate" shall have the meaning given in the first paragraph above.
- c. "Covered Entity" shall have the meaning given in the first paragraph above.
- d. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164.

- e. “Underlying Agreement” shall mean any contractual agreement or agreements between the parties that may require Business Associates to create, maintain, transmit, or have access to Protected Health Information on behalf of Covered Entity.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE. Business Associate agrees to:

- a. Not Use and/or Disclose PHI other than as permitted or required by this Agreement to perform its services under the Underlying Agreement or as required by law.
- b. Use appropriate administrative, technical and physical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to preserve the integrity and confidentiality of PHI, and to prevent Use or Disclosure of PHI other than as provided for by the HIPAA Rules and this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Report to Covered Entity any Use or Disclosure of PHI not provided for by the Agreement which it becomes aware, including Breaches of Unsecured PHI as required by 45 CFR 164.410, and any breach under state law as defined by Minnesota Statute 13.055 of which it becomes aware. Such incidents shall be reported without delay, but in no event later than fifteen (15) business days from the date the incident was discovered by the Business Associate. Notification from Business Associate to Covered Entity must include information regarding individuals affected and number of individuals affected, date of the incident, description of the incident, types of PHI involved, steps taken by Business Associate to investigate, mitigate and protect against similar future incidents, and contact information for the individual who is reporting the incident to Covered Entity. Covered Entity reserves the right to make further inquiries or request further action related to the reported incident. Reporting requirements related to the incident shall be handled by Covered Entity unless Covered Entity, at its option, delegates this responsibility to Business Associate. Business Associate shall be required to pay all reasonable costs of investigations related to improper Use or Disclosure, Breach or Security Incidents and all reasonable costs of any resulting required notifications.
- e. Report to Covered Entity any Security Incident which it becomes aware of not more than five (5) business days after discovery of the Security Incident. For the purposes of reporting under this Agreement, a reportable Security Incident shall not include pings or other broadcast attacks on firewall, port scans, or unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incidents to no result in unauthorized access, use or disclosure of Covered Entity’s information.
- f. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any Subcontractor that creates, accesses, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to PHI. Business Associate is

not in compliance with the HIPAA Rules if it knew of a pattern of activity or practice of a Subcontractor that constitute a material breach or violation of the subcontractor's obligation under its contract with Business Associate or other arrangement, unless Business Associate took reasonable steps to cure the breach or end the violation, and if such steps were unsuccessful terminated the Subcontractor or arrangement, if feasible.

- g. Make available PHI in a Designated Record Set to Covered Entity in order to timely meet Covered Entity's obligations under 45 CFR 164.524. Any request received by Business Associate from an Individual who is requesting access to a Designated Record Set shall be promptly forwarded to Covered Entity. Promptly make any amendment(s) to PHI in a Designated Record Set as directed or agreed to pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations timely under 45 CFR 164.526. Any request received by Business Associate from an Individual who is requesting amendment to a Designated Record Set shall be promptly forwarded to Covered Entity.
- h. Maintain a system of documentation to make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. Any request received by Business Associate from an Individual who is requesting an accounting of disclosures shall be promptly forwarded to Covered Entity.
- i. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, the HIPAA Privacy Rule, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- j. Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services or his or her designee, in a reasonable time and manner for the purpose of permitting the Secretary to determine compliance with the HIPAA Rules.

3. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

- a. Business Associate may Use and/or Disclose PHI as permitted by HIPAA as necessary to perform the services set forth in the Underlying Agreement between Covered Entity and Business Associate.
- b. Business Associate may Use and/or Disclose PHI as Required by Law.
- c. Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the minimum necessary standards at 45 CFR 164.502(b) and Covered Entity's policies regarding minimum necessary.
- d. 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:

- (1) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (2) Business Associate may Disclose PHI for the proper management and administration of Business Associate, provided that Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose 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.
- (3) Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.
- (4) Business Associate may de-identify PHI received or created by Business Associate under this Agreement in accordance with the de-identification requirements of 45 CFR § 164.514 of the HIPAA Privacy Rule.

4. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

- a. Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices under 45 CFR § 164.520, to the extent that such limitations may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, 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.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

- 5. PERMISSIBLE REQUESTS BY COVERED ENTITY.** Covered Entity will not knowingly request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except Business Associate may Use or Disclose PHI for Data Aggregation and/or management and administrative activities of Business Associate as described in Section 3 of this Agreement.

6. TERM AND TERMINATION

- a. **Term.** The Term of this Agreement and the obligations herein will be deemed effective as of the date of this Agreement and will terminate when the Underlying Agreement between Covered Entity and Business Associate terminates or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section 6.
- b. **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- c. **Obligations of Business Associate Upon Termination.** Upon termination of this 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:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that Business Associate still maintains in any form;
 - (3) 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 the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) 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 at Section 3 paragraphs (d) which applied prior to termination; and
 - (5) Return to Covered Entity or, if agreed to by Covered Entity, 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.
- d. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. MISCELLANEOUS

- a. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect, or as amended, and for which compliance is required.
- b. **Amendment.** The parties will take such action as is necessary 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.

- c. **Interpretation.** Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
- d. **Indemnification.** Business Associate will indemnify, defend and hold harmless Covered Entity and its employees from and against any and all claims, penalties, legal actions, liabilities, damages, expenses (including, for example, breach reporting expenses and mitigation, such as credit monitoring), settlements, or costs (including reasonable attorneys' fees) that may arise from (i) the negligence or willful misconduct of Business Associate or its employees, subcontractors or agents in the performance of this Agreement; (ii) from Business Associate's failure to perform its obligations under this Agreement; or (iii) from any improper Use or Disclosure of PHI that occurred while it was in the hands of Business Associate or its subcontractors or agents.
- e. **Penalties.** Business Associate shall comply with the HIPAA Rules standards and regulations and understands that Business Associate is subject to all regulatory rules and related penalties as set forth in the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement to be effective as of the date written above.

SOUTH COUNTRY HEALTH ALLIANCE

GOODHUE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E

2025 Rates

1. Non-Elderly Waiver (EW) Community Well and Skilled Nursing Facility Members

Procedure Code: G9005

- Care Coordination Activity for:
 - SeniorCare Complete (SCC) and MSC+ Non-EW Community Well and Skilled Nursing Facility SNBC (AbilityCare, SingleCare, SharedCare) \$24.01/15 Minute Unit

Procedure Code: T1016 TF

- Case Management Aide Activity for:
 - SCC and MSC+ Non-EW Community Well and Skilled Nursing Facility \$9.39/15 Minute Unit
(Limit of 10 units per member per calendar year)

2. Transition Coordination for all MSC+ and SCC

\$16.63/15 Minute Unit

Procedure Code: T1017 U6

3. Elderly Waiver SCC and MSC+ Members

Procedure Code: T1016 UC

- Care Coordination Activity \$25.46/15 Minute Unit

Procedure Code: T1016 TF UC

- Case Management Aide Activity \$9.39/15 Minute Unit

4. Community Care Connector and Community Care Connector Case Aide Position

- 28 average Connector weekly hours dedicated to South Country Connector duties
- 17 average Connector Case Aide weekly hours dedicated to South Country Connector Case Aide duties

Connector \$96,511.45 Annually

Connector Case Aide \$44,309.35 Annually

Payment will be made bi-annually on or about mid-September and mid-February.