

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:
Human Services

Agenda Item Type
Resolution

Subject Matter:

Agreement between the City of Huntsville and Behavioral Health Systems for modification and renewal of the Managed Care Plan and Business Associate Agreement.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute Amendment #6 to the Managed Care Plan with Behavioral Systems as approved by Resolution No. 06-999, and amended by Resolution No. 09-842, and 11-686.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

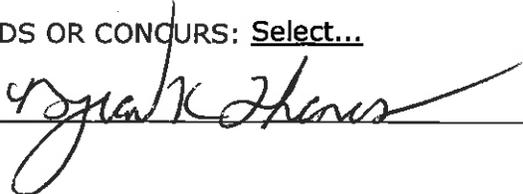
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This contract is needed to provide for the yearly renewal of group mental health services for employees.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 9/23/13

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: Human Resources

Council Meeting Date: 9/26/2013

Department Contact: Deloise Manning

Phone # 256-427-5241

Contract or Agreement: Amendment #6 Managed Care Services Agreement and Business Associate Agr...

Document Name: Amendment #6

City Obligation Amount: 0.00

Total Project Budget:

Uncommitted Account Balance:

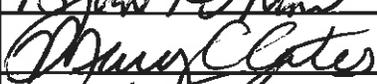
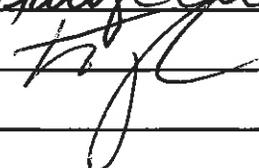
Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		9/23/13
2) Legal		9/24/13
3) Finance		9/25
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

WHEREAS the City of Huntsville, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and he is hereby authorized to renew and amend the Managed Care Plan and enter into a Business Associate Agreement between the City of Huntsville and Behavioral Health Systems, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Amendment #6" as approved by Resolution No. 06-999 and amended by Resolution No. 09-842 and Resolution No. 11-686, one (1) page plus related documents consisting of seventeen (17) pages and the effective date of January 1, 2014, and the date of September 26, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of September, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of September, 2013.

Mayor of the City of
Huntsville, Alabama



BEHAVIORAL HEALTH SYSTEMS

Behavioral Healthcare Programs for Business & Industry Since 1989

AMENDMENT #6

This Amendment is made and entered into this 1st day of January, 2014, by and between Behavioral Health Systems, Inc. ("BHS") and City of Huntsville, Alabama ("Corporation") as follows:

WHEREAS, that original Managed Care Plan Agreement, effective as of January 1, 2007 is amended as follows to become effective on January 1, 2014.

1. Addendum A shall be replaced in its entirety with Revised Addendum A attached hereto, to be effective until the same may be revised from time to time.
2. Addendum B shall be replaced in its entirety with Revised Addendum B attached hereto, to be effective until the same may be revised from time to time.
3. Addendum C shall be replaced in its entirety with Revised Addendum C attached hereto, to be effective until the same may be revised from time to time.
4. Addendum D shall be replaced in its entirety with Revised Addendum D attached hereto, to be effective until the same may be revised from time to time.
5. Addendum F shall be replaced in its entirety with Revised Addendum F attached hereto, to be effective until the same may be revised from time to time.

All other provisions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first above written.

BEHAVIORAL HEALTH SYSTEMS, INC.

By Deborah J. Stephens
Its Founder, Chairman, & CEO

CITY OF HUNTSVILLE, ALABAMA

By _____

Its Mayor of the City of Huntsville, Alabama

President of the City Council of the
City of Huntsville, Alabama
Date: _____

BEHAVIORAL HEALTH SYSTEMS, INC.
CITY OF HUNTSVILLE - MANAGED CARE SERVICES
FEE-FOR-SERVICE RATE SCHEDULE

SERVICE

FEES

INITIAL PATIENT CONSULT/TREATMENT PLAN DEVELOPMENT

\$ 75 – EAP only
 \$150 - MC
 \$250 – Sup Ref

INITIAL PROVIDER ASSESSMENT

Includes face-to-face assessment (all specialty levels: M.D., Ph.D., Masters).
 Medical Evaluation (M.D. only)

\$165
 \$190

INPATIENT/FACILITY TREATMENT

(Direct pass-thru on negotiated per diems/fees)

Current BHS National Ranges

Adult general psych	\$	400-600
Child & Adolescent general psych		450-700
Adult substance abuse detox/rehab ¹		300-500
Adolescent substance abuse detox/rehab ¹		350-550
Partial hospitalization ¹		150-300
Electroconvulsive Therapy (ECT) ¹		1,500-4,000
¹ May include physician fees)		

OUTPATIENT SUBSTANCE ABUSE TREATMENT (IOP)

Intensive Outpatient Program
 (60+ outpatient treatment hours & 1-2 year aftercare program)

\$ 3,000-5,000

OUTPATIENT PSYCH TREATMENT

(Includes claims processing and cost/utilization reports)

Individual/Family Therapy	\$	100
Brief/Group Therapy (non-M.D.)	\$	80
Brief Therapy (M.D.)	\$	100
Medication Checks (M.D. only)	\$	80
2013 APA Rate Changes – Complexity	\$	15
2013 APA Rate Changes – Supplemental Service Charge	\$	50 - 100
Lab/Testing/Neuropsych/ECT		< UCR or as negotiated
ER/Transportation/Non-Psychiatrist Physician Services		< UCR or as negotiated

CASE MANAGEMENT

Initial treatment plan prep and review, patient and provider communication, post assessment referral for treatment, and coordination with treatment provider; ongoing monitoring of interim treatment plans/progress notes/medical necessity; liaison with patient/provider/employer; aftercare monitoring; discharge planning; last chance agreement; fitness for duty/return to work determination; appeals administration.
 (Average hours per case: inpatient: 6; outpatient: 2.5)

\$ 95/hr

PPO ACCESS/ADMINISTRATION

(Per inpatient/facility episode of care [Partial Hospitalization/IOP @ 50%])
 Access to BHS inpatient/outpatient PPO network/rates; provider identification/negotiation/credentialing; open network provider requests; case-specific agreements; emergency facility affiliations; QA.

\$ 900

HDHP ADMINISTRATION (if applicable, HDHP participants only)

Covers PPO access and TPA fees, physician review charges and case management charges for HDHP membership.

\$ 2.75 PMPM

MEDICAL PLAN INTERFACE COORDINATION (if applicable)

\$.35 PEPM

BEHAVIORAL HEALTH SYSTEMS
EMPLOYEE ASSISTANCE PROGRAM SERVICES
FEE FOR SERVICE RATE SCHEDULE
City of Huntsville

MANAGEMENT SERVICES ⁽¹⁾

FEEs

<u>Consultation/Technical Assistance</u> – Assistance in the benefit plan design, development and implementation of written corporate policies and procedures (sexual harassment, workplace violence, drug-free workplace, etc.); pharmacy/other claims analyses.	\$250/hour
<u>Critical Incident/Crisis Response</u> – Coordination with onsite contact(s) and local authorities, assessment of incident needs, development of response plan, locating/securing trained clinicians, printed materials for employees, evaluation and follow-up (24/7 onsite response within 2 hours of call).	\$250/hour ⁽²⁾
<u>Conflict Mediation</u> – Communication with involved parties, assessment of situation, recommendations for response, onsite consultation, counselor-led mediation session and follow-up.	\$250/hour
<u>Downsizing/Outpatient Counseling</u> – Includes onsite counselor(s) for group or individual counseling, written materials, resource information, and follow-up.	\$200/hour
<u>Employee Health Fairs/Other Onsite Representation</u> – Includes BHS representative, promotional material (magnets, pens, etc.), resource information and brochures.	\$150/hour
<u>Employee Orientation (Groups up to 100)</u> – Employee in-services to inform all employees of EAP benefits.	As quoted ⁽¹⁾
<u>Employee Awareness and Education</u> – On-going distribution of posters, payroll stuffers, newsletter articles and employee letters related to EAP benefits.	As quoted
<u>Employee Wallet Cards/Member Guides/Promotional Materials</u>	As quoted
<u>Online Work/Life</u> – Online work/life service which includes unlimited access to a comprehensive website with searchable databases and education materials (topics include, but not limited to: Child Care, Adult Care, Adoption Assistance, Education Assistance, Health and Well-Being and Daily Living).	.20 per employee per month
<u>Employee Wellness Program</u> – Full complement of wellness-related services. Refer to Wellness Program details.	As quoted
<u>Telephone Management Consultation</u> – (one hour per incident)	No charge
<u>Statistical Reporting</u> – Standard BHS quarterly reports detailing utilization, referral source, costs, etc.	No charge

SUPERVISORY SERVICES ⁽¹⁾

Supervisory Follow-up (incident-specific) – Meetings with supervisors to assist in problem resolution, quality assurance procedures, etc... \$250/hour

Manager/Supervisory Training – Initial/on-going training/workshops focusing on implementation of the EAP, how to identify a troubled employee, confrontation techniques, or other topic-specific training; includes all customized presentation materials (training outline, participant handouts, overhead/PowerPoint slides), locating/scheduling providers, participant certificates and evaluations, confirmation letters, and evaluation results. As quoted

Peer Support/Focus Groups \$250/hour

Pre-Certification Screenings/Case Management – In concert with employer’s utilization review procedures, determines/recommends need for residential/inpatient/outpatient treatment and assists in referral process. \$100/hour

EMPLOYEE SERVICES (OTHER) ⁽¹⁾

Employee Workshops (Groups up to 50) – Includes all customized presentation materials: workshop outline, participant handouts, overhead PowerPoint presentation, location/scheduling providers, participants certificates and evaluation, confirmation letter, and evaluation results. \$250

Online Training Programs – A series of discipline-specific training sessions designed to maintain requirements for CEU credit(s). As quoted

Footnotes:

- (1) Travel expenses shall be billed separately, as applicable.
- (2) Prices may vary depending upon type of crisis, location, number of counselors needed to respond, and date/time onsite services are requested.
- (3) Based upon number of participants, topic location and allowance notice, and resources required.

NOTIFICATION POLICY: There will be an additional fee of \$100 per hour for any employer onsite service that is requested with less than 72 hours notice (non-critical incident).

CANCELLATION POLICY: A cancellation fee may be billed for any onsite service(s) cancelled with less than 72 hours notice.

BEHAVIORAL HEALTH SYSTEMS, INC.

COVERED CONDITIONS

For the purpose of definition, and except as otherwise excluded below, Covered Conditions for mental and nervous disorders and substance abuse generally include treatment rendered in connection with mental illness classified in the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition (DSM-IV-TR[®]) categories 291.0-314.9 and 995.2-995.83 and all V Codes when such a diagnosis is determined to be primary (or secondary when applicable).

The following services or conditions **do not** constitute covered mental health or substance abuse services or conditions which must be provided by or arranged for by BHS:

I. General Provisions:

- A. Treatment or services rendered in connection with mental illnesses not classified in the DSM-IV-TR categories listed above.
- B. Treatment or services determined by BHS to be not medically necessary either before, during or after care is rendered, or for which documentation sufficient to determine medical necessity was not submitted.
- C. Care rendered by any provider not trained and specializing in the evaluation and/or treatment of mental health/substance abuse conditions and not holding a valid state license in the related discipline, unless specifically allowed otherwise by BHS as determined on a case by case basis.
- D. Treatment or services carried out by an out-of-network provider for any benefits under this plan, unless otherwise specifically allowed by the plan. Within the state of Alabama, no mental health and/or substance abuse benefits are provided for out-of-network inpatient or other hospital care.

II. Evaluative and Educational:

- A. Speech, occupational, physical and recreational therapy.
- B. Testing or other services for the purpose of assessing or resolving educational performance questions or other academic problems.
- C. Remedial education, including treatment or services for learning and behavioral disabilities.
- D. Services which are extended beyond the period necessary for the evaluation and diagnosis of Mental Retardation, Borderline Intellectual Functioning or any form of Pervasive Developmental Disorder/Autism, except those covered, comorbid psychiatric conditions or symptoms which can be effectively treated using psychopharmacology or within a brief therapy model.
- E. Testing and other services which schools or other institutions/agencies are required to provide under federal, state or other laws.

III. Administrative and Judicial:

- A. Administrative psychiatric services, including but not limited to expert testimony, medical

records review and record maintenance.

- B. Psychiatric or psychological examinations, testing or treatment for purposes of obtaining or maintaining employment or relating to judicial or administrative proceedings.
- C. Psychiatric examination or screening required for approval of surgical or other medical procedures or for purposes of obtaining insurance.
- D. Treatment for mental illness and/or substance abuse when required by court order, orders of probation or parole or as an alternative to same, and when such order is made without BHS' assessment and recommendation for treatment.
- E. Evaluation, testing or treatment while confined in a prison, jail or other penal institution.

IV. Self Improvement and Relationship:

- A. Marriage counseling, when such services extend beyond the period necessary for short-term evaluation and treatment.
- B. Treatment for codependency, sexual addiction and other addictions other than substance abuse disorders identified in the DSM-IV-TR and specifically related to the taking of a drug of abuse, medication or toxin.
- C. Dietary management consultation and any other services provided by dieticians and nutritionists for the purpose of weight loss and other weight-related conditions.
- D. Retreats, workshops, seminars or courses for the purpose of self improvement or identity development.

V. Problems and Conditions:

- A. Smoking cessation or nicotine addiction.
- B. Pathological gambling.
- C. Stuttering.
- D. Sexual paraphilias.
- E. Any disorders of sexual functioning, including substance-induced sexual dysfunction.
- F. Treatment for sexual offenders or perpetrators of sexual or physical violence.
- G. Assessment or other treatment rendered to a patient with simple intoxication or under the influence of any mood altering substance, including alcohol.
- H. Amnestic disorders and dementia, including substance-induced forms and Dementia of the Alzheimer's Type.
- I. Unspecified cognitive disorder.

- J. Sleep disorders, including substance-induced sleep disorder.
- K. Malingering
- L. Antisocial behavior and any other condition where the primary focus is the treatment of illegal, rebellious or unmanageable conduct, except instances where such conduct is determined to be the direct result of a specific, treatable psychiatric condition.
- M. Personality change due to a general medical condition.
- N. Services rendered in the absence of an identified Axis I or Axis II condition.

VI. Maintenance and Rehabilitation:

- A. Treatment or services related to the induction, maintenance and discontinuation of Suboxone and other narcotic maintenance therapies except those carried out in an outpatient, office-based setting by an appropriately certified and qualified physician holding an active state license. For the purpose of these Covered Conditions, covered Suboxone treatment services generally include outpatient physician office visits, urine drug screens, and medically necessary psychotherapy.
- B. Detoxification from any controlled medication prescribed for the treatment of a psychiatric or other condition unless all of the following can be clearly shown: 1) the patient demonstrates dependence on and ongoing abuse of the medication; 2) the patient does not have a current psychiatric or other condition which requires treatment using the same or other controlled medication; and 3) attempts by the prescribing physician to taper and/or discontinue the medication on an outpatient basis have failed or cannot be attempted.
- C. Treatment of chronic pain or pain disorder due to a general medical condition.
- D. Rehabilitative treatment associated with permanent or temporary disability, including partial or complete loss of hearing and/or vision, resulting from an accident or injury where such treatment is part of a comprehensive rehabilitation program.
- E. Residential care, defined as a program or physical environment providing 24-hour monitoring/supervision/behavior modification for a term extending beyond that required for acute inpatient stabilization.
- F. Psychiatric conditions or problems which according to generally accepted professional standards are not usually amenable to favorable modification or cannot be reasonably expected to improve in response to the treatment provided or recommended.
- G. Inpatient admissions resulting from continued noncompliance with specified aftercare or outpatient treatment requirements, including medication noncompliance, except in cases where it can be clearly shown that the patient's noncompliance is directly due to a severe, treatable psychiatric condition.
- H. Inpatient admissions when the patient leaves the facility Against Medical Advice (AMA) during a BHS authorized period of care, or when the AMA discharge occurs prior to BHS notification by the facility of the patient's admission.
- I. Treatment or services determined to be fully or primarily supportive.

- J. Biofeedback.
- K. Custodial and nursing home care.
- L. Evaluation, testing or other services used to establish functional capacity related to chronic psychiatric and/or medical conditions.

VII. Services Unproven Or Not Symptom Focused:

- A. Treatment which is considered to be investigational or unproven.
- B. Non-abstinence based substance abuse treatment.
- C. Treatment of Dissociative Identity Disorder (formerly Multiple Personality Disorder) when the focus of therapy is the reintegration of personalities.
- D. Psychoanalysis.
- E. Hypnosis.
- F. Assessment, consultation or treatment conducted via telephone, on-line or by any means other than direct face-to-face care.
- G. Psychotherapy where the sole purpose and focus of treatment is to uncover repressed memories.
- H. Medical devices or other treatment protocols, drugs or procedures which have not been shown over time to reliably produce significant improvement.
- I. Specialized therapies and therapeutic techniques which require extended session time absent medical necessity.

VIII. Non-Authorized Services:

- A. Except in cases of emergency, any treatment or services delivered without BHS preauthorization or not authorized by BHS through its assessment and medical necessity review process. Emergency care for which BHS was not notified within 48 hours of the time the care was rendered, or the next business day.
- B. Inpatient treatment or other more intensive level of care than that determined by BHS to be medically necessary which is carried out primarily because the patient resides in a location which is not within a convenient geographic distance of an appropriate, less intensive level of care.

IX. Unnecessary Services:

- A. Procedures determined by BHS to be redundant when performed in combination with other procedures.
- B. Procedures which when used repeatedly are unlikely to provide additional information necessary in the assessment or treatment of a patient's diagnosis or condition.

- C. Procedures requiring a physician's order which are carried out without order by a physician.
 - D. Procedures which are not documented in a timely fashion in the patient's medical records.
 - E. Procedures which can be performed with equal efficiency at a lower level of care.
 - F. Admissions or confinements which extend through a weekend (Saturday and Sunday) absent medical necessity.
 - G. Treatment or services carried out by a facility, program or other provider located outside of the patient's immediate area of residence when a provider appropriately qualified to assess and/or treat the patient's condition is available within a reasonable geographic distance of the patient's area of residence.
- X. Other:
- A. Treatment or services received after the date coverage has ended. In instances where a member is eligible for but has not yet elected COBRA, payment of benefits will not occur until COBRA continuation and benefit eligibility is confirmed.
 - B. Services delivered after any applicable Plan limits have been exceeded, including but not limited to calendar year maximums.
 - C. Claims received after a period of 24 months from the date treatment or services were rendered.
 - D. Travel, lodging and other expenses even if associated with medically necessary services approved by BHS.

Notwithstanding the foregoing, all initial assessment services conducted by BHS shall constitute Covered Services for all mental, nervous and substance abuse diagnoses.

Where a Person's condition requires both medical and mental health and/or substance abuse treatment, BHS shall be financially responsible for providing or arranging for covered mental health and substance abuse services under the terms of this Agreement only if the Person's primary diagnosis is for mental health and substance abuse problems. Corporation's Medical Plan shall be financially responsible for providing covered medical services (including emergency medical services) and mental health and substance abuse services which are a secondary diagnosis and are not authorized by BHS, and for any medical tests or services which normally are not included as a part of a psychiatric treatment program, unless specifically authorized by BHS for treatment of a mental health or substance abuse problem. BHS shall not be responsible for providing or arranging for provision of the mental health or drug abuse services covered by this Agreement to any Person who is receiving such services on a continuing inpatient basis on the effective date of this Agreement.

**CITY OF HUNTSVILLE, ALABAMA
EMPLOYEE ASSISTANCE PROGRAM AND
MENTAL & NERVOUS GROUP BENEFITS DESCRIPTION
ADDENDUM TO EMPLOYEE'S MEDICAL PLAN BOOKLET
REVISION DATE JANUARY 1, 2014**

This revised Addendum to the City of Huntsville medical plan booklet(s) replaces any prior addendum or communication provided. **Mental Health Substance Abuse (MHSA)/EAP benefits are only available as detailed in this Addendum.** This revised program is effective 01/01/14.

BEHAVIORAL HEALTH SYSTEMS, INC. (BHS) PREFERRED PROVIDER ORGANIZATION

Effective 01/01/07, the City of Huntsville Employee Assistance Program and all MHSA Group Benefits are provided through Behavioral Health Systems, Inc. The BHS Preferred Provider Organization (PPO) includes a national network of credentialed inpatient and outpatient providers who specialize in the treatment of MHSA conditions. BHS open network model makes it possible for you to receive services from the provider of your choice, at an in-network level of benefit coverage. Refer to **EXCEPTIONS** and **RESTRICTIONS**.

ELIGIBILITY

EMPLOYEE ASSISTANCE PROGRAM: All City of Huntsville employees, dependents and retirees enrolled in and covered by a City of Huntsville-sponsored medical plan are eligible to receive one (1) initial assessment and up to two (2) sessions for each unique problem, free of charge, (maximum of three (3) visits per Plan year), but only when provided through BHS.

Covered employees, dependents and retirees may contact the City's Employee Clinic and Resources Coordinator at 256-883-3726 for information about the City of Huntsville-sponsored EAP and medical benefit plan, or covered individuals may contact BHS directly at 800-245-1150 to arrange an appointment with a qualified BHS PPO professional in your area. Refer to **ACCESS TO BENEFITS** section below.

EXTENDED COVERAGE FOR MHSA BENEFITS: Additional benefits are available to City of Huntsville employees, dependents and retirees enrolled in and eligible for coverage under a City of Huntsville-sponsored medical benefit plan. These benefits are subject to the conditions and restrictions stated below. **In order for a Covered Person to be ensured of benefit eligibility, the Person must be precertified and referred through BHS.** This applies to any inpatient or outpatient treatment for an MHSA Condition when that condition is the primary or secondary diagnosis.

ACCESS TO BENEFITS

Information about the City's Employee Assistance Program and medical benefit plan may be obtained by contacting the City's Employee Clinic and Resources Coordinator at 256-883-3726, or an initial assessment may be scheduled by calling BHS at 800-245-1150 (toll-free) or 205-879-1150 (Birmingham). When you call, identify yourself as having the City of Huntsville-sponsored EAP or medical benefit plan. BHS will refer you to the nearest qualified PPO assessment provider. **You should obtain an initial assessment through BHS to be eligible for treatment benefits under this Plan.**

NOTE: All benefits are subject to medical necessity review and approval by BHS either before, during, or after treatment. It is your responsibility to make sure that approval is received from BHS before you are treated, to ensure benefit eligibility under this Plan. If you do not receive approval, benefits may not be paid.

YOUR IDENTIFICATION CARD: You may receive a wallet-size Summary of Benefits card for MHSA benefits. You should carry this card at all times and show it to the hospital, doctor or any other supplier of professional care when you need to use your benefits.

EMERGENCY ADMISSIONS: In an emergency, go to an appropriate treatment facility. Notification of emergency admissions is required within 24 hours or the next business day. You should present your BHS identification card upon any emergency admission and ask the hospital to notify BHS as soon as possible.

GENERAL BENEFIT PROVISIONS

Approved MHSA benefits are payable separate from City of Huntsville's medical group benefits through Behavioral Health Systems, Inc. This applies to any inpatient or outpatient treatment for an MHSA condition when that condition is the primary or secondary diagnosis. Prescription drugs are payable through City of Huntsville's medical plan or prescription drug benefits. Refer to your Medical Benefit Plan booklet for applicable general information on enrollment, eligibility, wait/pre-existing exclusion periods, COBRA continuation procedures, coordination of benefits, and other coverage issues not specifically addressed in this insert. Major medical out-of-pocket limits do apply. For additional Plan information, contact BHS.

When approval for treatment is obtained through BHS, the following coverages are available **when you use a Behavioral Health Systems participating hospital, doctor or other professional care provider**, and when BHS receives and processes claims for services rendered under this Plan. Please note: certain restrictions apply as to conditions/diagnoses eligible for coverage. Refer to **DEFINITIONS** below or contact BHS if you have a question in this regard. All inpatient/outpatient structured programs must satisfy BHS program qualifications for coverage.

- Initial Evaluation
- Outpatient Counseling (licensed/certified M.D., Ph.D., LPC or equivalent)
 - individual therapy
 - family or group therapy
 - medication check
 - diagnostic testing
- Outpatient Structured Substance Abuse Programs (IOP)
- Partial Hospitalization Programs
- Inpatient Treatment

All covered benefits received under this Plan are payable per the effective BHS fee schedule. BHS administers its own claims processing system, separate and apart from your Medical Plan administrator. All claims for services rendered must be received directly from the provider and processed by BHS. You will need to pay any applicable deductible/copayments at the time of your visit. BHS also administers its own appeals process for related claims in strict accordance with applicable governing laws. Copies are available upon request to BHS. BHS is not responsible for the quality of the care rendered by any provider.

BENEFIT LIMITS

The following benefits are only available for treatment which is eligible for coverage, approved by BHS, is deemed medically necessary, and only when a Participating Provider is used:

Inpatient treatment will be covered as follows, depending on the Covered Person's medical plan:
BlueCard PPO – 100% of approved charges, after a \$200 deductible per admission. The Covered Person is responsible for the deductible and a \$50 copay per day for days 2-6. AL Personal Choice – 100% of approved charges, subject to a \$200 deductible per admission. Benefits will not be paid for Friday/Saturday admissions unless due to emergency illness or accident.

Outpatient Structured Substance Abuse Programs (IOPs) will be covered as follows, depending on the Covered Person's medical plan: BlueCard PPO – 100% of approved charges, after a \$200 deductible per admission. The Covered Person is responsible for the deductible and a \$50 copay for sessions 2-6. AL Personal Choice – 100% of approved charges, subject to a \$200 deductible per admission.

Outpatient Office Visits will be subject to a \$25 copay per session, depending on the type of treatment rendered and pursuant to the BHS fee schedule.

Emergency care will be covered at 100% of approved charges, subject to a \$150 facility copay and a \$25 emergency room physician copay.

Other Outpatient Services, including labs, ambulance and home health, will be covered at 100% of approved charges.

SUBSTANCE ABUSE CONDITIONS – BENEFIT RESTRICTION: In accordance with City of Huntsville's applicable substance abuse policies, a **BHS-designated aftercare program of up to 2 years on the first covered (inpatient/IOP/outpatient) episode may be required to be eligible for further coverage.**

BHS IN-NETWORK REQUIREMENT – EXCEPTIONS

In those instances where BHS is unable to do so, a non-Participating Provider may be used under the following criteria: 1) that provider satisfies BHS qualifications for coverage, 2) BHS certifies such referral for treatment, 3) treatment rendered meets BHS medical necessity criteria, and 4) claims for MHSA services are remitted directly by provider to BHS. In this case, the BHS provider reimbursement will be limited to the lesser of the BHS-allowable maximum or provider's billed charges, net of applicable deductibles and copayments per the equivalent med/surg OON-coverage level equivalent. Covered Person will be responsible for applicable deductibles, copayments, out-of-pocket amounts, services which do not satisfy the criteria listed above, services which are not considered covered services (refer to **COVERAGE RESTRICTIONS**), and provider fees which exceed the BHS-allowable maximum. **(This exception to the BHS Participating Provider Requirements generally applies only to services received outside of Alabama).**

COMPLIANCE WITH FEDERAL REGULATIONS

BHS will administer City of Huntsville's MHSA Plan in full compliance with any and all applicable federal and state laws and regulations, as they become effective and can be clearly interpreted.

DEFINITIONS/COVERAGE RESTRICTIONS

Mental and Nervous Condition: Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder. For the purpose of definitions, and except as otherwise excluded below, covered conditions generally include DSM-IV-TR classification categories 291.0 - 314.9 and 995.2 - 995.83 and all V Codes when such a diagnosis is determined to be primary or secondary. Other applicable exclusions include: non-medically necessary treatment, supportive, chronic and/or maintenance level care, inpatient or other treatment which is a direct result of the patient's continued noncompliance with specified outpatient treatment plan and/or aftercare treatment requirements (including medication noncompliance), court-ordered treatment, investigational/ experimental treatment, personal growth and development, smoking or nicotine addiction. Contact BHS for questions regarding covered services under this Plan. You may request a written list of Covered Conditions/exclusions specific to this Plan from BHS.

Substance Abuse (Drug or Alcohol) Condition: Maladaptive pattern of psychoactive substance use (i.e., drug or alcohol) to the detriment of health or social functioning.

Participating Providers: A network of BHS-credentialed independent MHSA providers or those providers having a case-specific agreement in place with BHS. Upon request, BHS may be able to affiliate a case-specific arrangement with a non-participating provider. BHS employs an open-network approach, which allows our patients greater freedom of choice in provider selection. BHS does not distribute provider directories, because: 1) we update our network daily with new providers so any listing would be outdated; 2) BHS assistance is required in accessing multiple provider specialty areas (i.e., child and adolescent), as well as specialist level (i.e., MD, PhD); 3) BHS verifies your eligibility for preferred benefit status when we schedule your appointment with provider; 4) specific provider options are relayed to you specific to your geographic location and specialty area of need; and 5) BHS conducts its precertification and eligibility verification process upon your initial call.

RIGHTS & RESPONSIBILITIES:

You have the right to:

- protection of privacy
- be treated with respect and dignity
- take part in your treatment planning with providers
- voice complaints, grievances or appeal

You have a responsibility to:

- give necessary information to BHS and your providers
- follow through with treatment plans
- take part in setting your treatment goals



BEHAVIORAL HEALTH SYSTEMS

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205-879-1150**

Website:

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BEHAVIORAL HEALTH SYSTEMS, INC.

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, Corporation is the sponsor of the Benefit Plan, a covered entity under the Health Insurance Portability and Accountability Act of 1996, as well as all regulations and administrative instructions relating thereto, including without limitation those found at 45 CFR Parts 160, 162, and 164, and any subsequent acts or regulations, as the same may be amended from time to time (collectively, the "HIPAA Mandates"); and

WHEREAS, pursuant to the Agreement, Corporation delegates to BHS, as a business associate of the Benefit Plan, the Benefit Plan's obligations for accepting and transmitting standard electronic transactions relative to Covered Services and for protecting the privacy of Information under the HIPAA Mandates; and

WHEREAS, as a result of said delegation, BHS will have access to, create, receive, maintain, transmit, and/or use certain Information, including Electronic Information, that is confidential and must be afforded special treatment and protection; and

WHEREAS, Corporation, as Benefit Plan sponsor, will have access to, use and/or receive from BHS certain Information that can be used or disclosed only in accordance with this Amendment and the HIPAA Privacy Regulations;

NOW THEREFORE, Corporation and BHS agree as set forth below:

1. Definitions

- 1.01 **HIPAA Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Parts 160 and 164, Subparts A and E, as the same may be amended from time to time.
- 1.02 **Breach** shall have the same meaning as the term "breach" is defined by 45 CFR 164.402.
- 1.03 **Effective Date** shall mean the later of (i) September 23, 2013; (ii) the effective or renewal date of the Agreement; or (iii) such later date as may be prescribed by the HIPAA Mandates.
- 1.04 **Electronic Information** shall have the same meaning as the term "electronic protected health information" is defined by 45 CFR 160.103.
- 1.05 **Individual** shall mean the Covered Person who is the subject of the Information, and has the same meaning as the term "individual" is defined by 45 CFR 160.103. It shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.06 **Information** shall mean any "protected health information" created, received, maintained, transmitted, used and/or disclosed by BHS on behalf of Corporation and Benefit Plan, and that may be subsequently provided and/or made available by BHS to Corporation, and has the same meaning as the term "protected health information" is defined by 45 CFR 160.103.

- 1.07 **Law Enforcement Official** shall have the same meaning as the term “law enforcement official” is defined by 45 CFR 164.103.
- 1.08 **Required by Law** shall have the same meaning as the term “required by law” is defined by 45 CFR 164.103.
- 1.09 **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
- 1.10 **Security Incident** shall have the same meaning as the term “security incident” is defined by 45 CFR 164.304; provided, however, that certain low risk attempts to breach a system shall not constitute a Security Incident under this Addendum, provided that such attempts do not result in an actual or suspected Breach of Unsecured Information and remain within the normal incident level experienced by BHS. Such low risk attempts include pings on a system’s firewall, port scans, attempts to log onto a system or enter a database thereon with an invalid password or username, and denial-of-service attacks that do not result in a system server being taken off line.
- 1.11 **Unsecured Information** shall have the same meaning as the term “unsecured protected health information” is defined by 45 CFR 164.402.

2. Responsibilities of Corporation

- 2.01 Corporation agrees not to request BHS to use or disclose Information in any manner that would not be permissible under the HIPAA Privacy Rule if done by Benefit Plan, except as provided in section 3.02.
- 2.02 In order to ensure the privacy of Information of Individuals and allow BHS to disclose Information to Corporation on behalf of the Benefit Plan, Corporation has amended its Benefit Plan documents as required by the HIPAA Privacy Rule, including establishing the permitted and required uses and disclosures of Information by the Corporation, provided that such permitted and required uses and disclosures may not be inconsistent with said Rule, and providing for adequate separation between the Corporation and the Benefit Plan.

3. Responsibilities of BHS

- 3.01 The parties hereby agree that BHS shall be permitted to use and/or disclose Information provided or made available to BHS only for purposes expressed in the Agreement; provided, however, that such use and/or disclosure would not violate the HIPAA Privacy Rule, or as expressly permitted or required by this Addendum and the HIPAA Privacy Rule. BHS agrees to make uses and disclosures and requests for Information consistent with minimum necessary requirements.
- 3.02 In addition to the purposes for which BHS may use or disclose Information described in section 3.01, BHS may use or disclose Information provided or made available to BHS for the following additional purpose(s):

1. BHS is permitted to use and disclose Information if necessary for the proper management and administration of BHS or to carry out legal responsibilities of BHS, provided, however, that any disclosure made by BHS pursuant to this section must (i) be Required By Law, or (ii) occur only after BHS has obtained reasonable assurances from the person to whom the Information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify BHS of any instances of which it becomes aware in which the confidentiality of the Information has been breached.
2. BHS is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of Benefit Plan.
3. BHS may use Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

3.03 BHS further agrees:

1. Not to use or further disclose the Information other than as permitted or required by this Addendum or as Required by Law;
2. To use appropriate safeguards, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Information, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Information to prevent use or disclosure of the Information other than as provided for by the Agreement;
3. To report to Corporation any use or disclosure of the Information not provided for by the Agreement of which it becomes aware including Breaches of Unsecured Information and any Security Incident of which BHS becomes aware;
4. To mitigate, to the extent practicable, any harmful effect that is known to BHS from the use or disclosure of Information in a manner contrary to this Addendum or the HIPAA Privacy Rules;
5. To ensure that any subcontractor that creates, receives, maintains, or transmits Information on behalf of BHS agrees in writing to the same restrictions, conditions, and requirements that apply through this Addendum to BHS with respect to the Information;
6. To facilitate any and all requests, whether from the Individual or from the Benefit Plan on behalf of the Individual, to make available to the Individual, or the Individual's designee, access to his or her Information in accordance with the HIPAA Privacy Rule;
7. To facilitate any and all requests, whether from the Individual or from the Benefit Plan on behalf of the Individual, to make available to the Individual his or her Information for amendment, and incorporate any amendments in accordance with the HIPAA Privacy Rule;
8. To facilitate any and all requests, whether from the Individual or from the Benefit Plan on behalf of the Individual, to make available the information required to provide an accounting of disclosures in accordance with the HIPAA Privacy Rule;

9. To the extent BHS is to carry out one or more of Corporation's obligations under the HIPAA Privacy Rule, comply with the requirements of said regulations that apply to Corporation in the performance of said obligations;
10. To make its internal practices, books, and records relating to the use and disclosure of Information received from, or created or received on behalf of, Corporation available to Corporation or the Secretary for purposes of determining compliance with federal privacy regulations;
11. At termination of the Agreement, if feasible, to return or destroy all Information received from, or created or maintained or received on behalf of, Corporation that BHS still maintains in any form and retain no copies of such Information when no longer needed for the purpose for which disclosure was made. If not feasible, BHS agrees to extend the protections of this Addendum to the Information and limit further uses and disclosures to those purposes that make the return or destruction of the Information infeasible;
12. In the event BHS determines a Breach has occurred, to notify Corporation of said Breach without unreasonable delay and in no case later than sixty (60) days after discovery of said Breach. To the extent possible, BHS shall notify Corporation of the identification of each Individual whose Unsecured Information has been, or is reasonably believed by BHS to have been, accessed, acquired, used, or disclosed during the Breach. BHS shall provide Corporation with other available information that Corporation is required to include in notification to the Individual, at the time of notice or promptly thereafter as information becomes available. BHS may delay notification to Corporation as requested in writing by a Law Enforcement Official, or temporarily for up to thirty (30) days as requested orally by such official.

4. Termination

- 4.01 Either party may terminate the Agreement upon thirty (30) days written notice if the terminating party determines that the other party has violated a material term of this Addendum or the HIPAA Privacy Rule, and the other party fails to take reasonable steps within the notice period to cure the non-compliance.
- 4.02 If neither termination nor cure is possible, BHS shall report the violation to the Secretary.
- 4.03 Corporation and BHS hereby acknowledge that return or destruction of Information at the time the Agreement is terminated is infeasible. Therefore, BHS shall extend the protection of this Addendum to such Information and limit further uses and disclosures of such Information to those purposes that make the return or destruction infeasible, for so long as BHS maintains such Information.

5. Indemnification

- 5.01 BHS agrees to hold the Corporation and/or its Benefit Plan, and their respective elected officials, officers, directors, employees, agents, successors and assigns, harmless from, and indemnify each of them against any and all claims, losses,

liabilities, penalties, fines, costs, damages and expenses, including reasonable attorney's fees incurred by or imposed upon any of them as a result of BHS' breach of this Agreement or the provisions of HIPAA. This provision shall survive the termination of this Agreement.

- 5.02 Corporation and/or its Benefit Plan agree to hold BHS, and its respective elected officials, officers, directors, employees, agents, successors and assigns, harmless from, and indemnify each of them against any and all claims, losses, liabilities, penalties, fines, costs, damages and expenses, including reasonable attorney's fees incurred by or imposed upon any of them as a result of Corporation's and/or its Benefit Plan's breach of this Agreement or the provisions of HIPAA. This provision shall survive the termination of this Agreement.

6. Miscellaneous

- 6.01 A reference in this Addendum to a section in the HIPAA Mandates means the section as in effect or as amended.
- 6.02 BHS and Corporation agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Mandates or any other applicable law or regulation.
- 6.03 The respective rights and obligations of BHS under sections 3.01, 3.02, 3.03, and 4.03 of this Addendum shall survive the termination of the Agreement.
- 6.04 Any ambiguity in this Addendum shall be resolved to permit compliance with the HIPAA Mandates.