

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Oct 23, 2014

Action Requested By: Human Resources

Agenda Type: Resolution

Subject Matter:

Agreement with Behavioral Health Systems, Inc. to provide mental health and employee assistance program (EAP) services.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an agreement with Behavioral Health Systems, Inc. for mental health and employee assistance program services.

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

Item to be considered for: _____

Unanimous Consent Required: _____

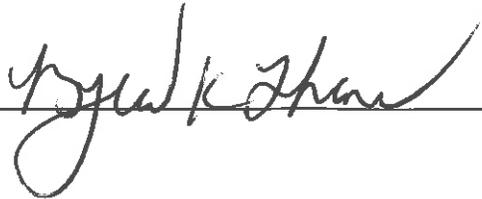
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is needed to authorize the provision of mental health and employee assistance program services to employees and covered retirees and dependents.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: 

Date: 10/16/14

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Human Resources

Council Meeting Date: 10/23/2014

Department Contact: Cindy Lehman

Phone # 256-427-5244

Contract or Agreement: Agreement

Document Name: Managed Care/Employee Assistance Plan Agreement

City Obligation Amount: 0.00

Total Project Budget:

Fy 14 Expd Approx 400,000

Uncommitted Account Balance:

Account Number:

01-6900-0213-7509

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	<i>[Signature]</i>	<i>10/16/14</i>
2) Legal	<i>[Signature]</i>	<i>10/17/14</i>
3) Finance <i>CC</i>	<i>[Signature]</i>	<i>10/20/14</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-_____

WHEREAS, the City of Huntsville currently has in place an agreement with Behavioral Health Systems, Inc. for administration services for its employee mental health services; and

WHEREAS, the City of Huntsville desires to enter into an agreement with Behavioral Health Systems, Inc. for the period January 1, 2015 through December 31, 2015; and

WHEREAS, the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and he is hereby authorized to enter into an agreement between the City of Huntsville and Behavioral Health Systems, Inc. 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 a Managed Care/Employee Assistance Plan Agreement, consisting of twenty-four (24) pages, including Addenda, and the date of October 23, 2014 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 23rd day of October, 2014.

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

APPROVED this the 23rd day of October, 2014.

Mayor of the City of
Huntsville, Alabama

MANAGED CARE/EMPLOYEE ASSISTANCE PLAN AGREEMENT

This Agreement is made and entered into this 1st day of January, 2015, by and between Behavioral Health Systems, Inc. ("BHS") and The City of Huntsville ("Corporation") as follows:

WHEREAS, BHS is acting as a Plan Administrator/TPA in administering Corporation's Benefit Plan to all Covered Persons; and

WHEREAS, BHS is acting as a Preferred Provider Organization in negotiating alternative rate contracts with Participating Providers to provide Covered Services under Corporation's Benefit Plan; and

WHEREAS, Corporation desires to utilize the PPO/administration/TPA services of BHS and its network of Participating Providers to provide Covered Services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement:

(a) "Benefit Plan" means that Benefit Plan for Covered Services as defined under Addendum D hereto, and as may be mutually revised from time to time, provided by Corporation to its employees, established and administered by Corporation pursuant to Corporation's policies.

(b) "Covered Person" means any individual determined by Corporation to be eligible and enrolled for coverage under Corporation's Benefit Plan.

(c) "Covered Services" refers to those specific mental/nervous and substance abuse services/conditions covered under the Benefit Plan or other Corporation policies, as further defined under Addendum C attached hereto, and as may be mutually revised from time to time.

(d) "Provider" means a licensed healthcare professional or healthcare facility who may or may not be a Participating Provider, but who renders care on behalf of Covered Persons under Corporation's Benefit Plan. All Providers shall meet applicable state and federal guidelines and standards. BHS is under no obligation to credential or enter into a contractual relationship with a non-Participating Provider nor to provide Case Management monitoring of treatment rendered by a non-Participating Provider.

(e) "Participating Provider" means a licensed healthcare professional or health care facility who has entered into a provider agreement with BHS or is identified on a case specific basis as "Participating Provider". It is understood that Participating Provider might not include inpatient attending physicians unless explicitly agreed to in a provider agreement. BHS is under no obligation to contract with Providers who have not been approved by BHS for network affiliation.

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

(f) "Case Management" means a program designed and developed by BHS with regular review and monitoring of hospital admissions and some designated outpatient treatment of Covered Persons. This review may include telephone monitoring as well as visits directly to health care facilities. Case Management may be performed in conjunction with an outside subcontractor, i.e., that panel of physician reviewers or PhDs under subcontract arrangement with BHS to provide independent medical necessity utilization review services.

2. Services to be Provided by BHS.

(a) BHS shall establish and maintain a network of Participating Providers to provide care for Covered Persons for Covered Services for each of Corporation's covered locations (contingent upon access to and availability of qualified, willing Providers in any given location). The Corporation may request that BHS exclude certain Participating Providers from time to time and may request that BHS utilize specific Participating Providers. All Providers rendering services to Covered Persons shall meet applicable state and federal guidelines and standards. BHS shall maintain a current list of Participating Providers by location and update the list as it is amended from time to time. BHS is under no obligation to distribute this list or make said list available to any party at any time. Further, all rates negotiated with Participating Providers shall be held in confidentiality by BHS and shall not be disclosed to any party. BHS makes no guarantee that a given Provider will remain a Participating Provider throughout the term of this Agreement.

(b) BHS shall arrange referral for a Participating Provider to provide Covered Services for each Covered Person requesting such service. BHS shall use its best efforts to arrange an initial assessment within one (1) day (urgent) or within three (3) days (non-emergency), of BHS receipt of notice.

(c) BHS shall conduct or arrange for Case Management services for each Covered Person in treatment, as allowable and appropriate. Such services shall include the development of a diagnosis and care plan and participation in Case Management activities. BHS shall coordinate its services with such other utilization review professional or physician panel which may be engaged by BHS to review the medical necessity of services. BHS shall identify and determine whether the care plan set up for the Covered Person is being followed. BHS shall monitor the quality of care being rendered. BHS shall make available to Corporation, upon request, its pre-certification and concurrent review criteria, upon which a determination of medical necessity shall be based.

(d) It is understood that unless a Covered Person signs a release with respect to private medical information, that such information cannot be released to Corporation without such written consent.

(e) If a Covered Person is admitted to a non-Participating Provider health care facility for emergency services, BHS shall make every attempt, upon proper notice of such admission, to affiliate said facility on a case-specific basis, or arrange for a transfer to a Participating Provider. However, if a Covered Person continues to receive services from a Provider which is not a Participating Provider, when a Participating Provider is available, BHS shall have no responsibility to provide the Case Management services described herein, and out-of-network benefits shall apply. Where no out-of-network benefits are available, or in the event of a transfer, there shall be a three (3) day period allowed for certified emergency admissions at a non-

Participating facility, paid at in-network benefit levels. Further, BHS reserves the right to deny coverage for inpatient days and outpatient visits which, through pre-certification, concurrent or retrospective review, fail to meet the medical necessity guidelines established by BHS.

(f) BHS shall perform all centralized claims processing functions for Covered Services rendered through Providers. BHS shall administer an established billing system in order to coordinate the payment for Covered Services by Corporation to BHS. BHS shall make payments made through Corporation's Benefit Plan to Provider pursuant to applicable in-network or out-of-network coverage levels and pursuant to Participating Provider Agreements, if applicable, less related copays and deductibles. BHS shall not be responsible for Benefit Plan claims which do not constitute Covered Services pursuant to Addendum C, unless expressly authorized by Corporation. BHS shall develop a system for the coordination of claims with Corporation's Medical Plan provider or TPA, as necessary and appropriate, and in such form and format as is acceptable to BHS.

(g) Providers shall determine their own fees for services through either alternative rate contracts with BHS or UCR, but it is understood that BHS shall charge Corporation pursuant to the rates included in Addendums A and B (as the same may be revised from time to time) for all non-inpatient services rendered directly by BHS or by Providers, and Corporation shall pay such amount, with BHS retaining, or paying any difference between that amount and the fee paid by BHS to Provider. Inpatient stay/partial/intensive outpatient program charges submitted to Corporation for payment shall reflect pass-through per diems and shall include a PPO administration fee to cover BHS' charge for access to and administration of its provider network. Case Management charges shall be billed at an hourly rate as rendered.

(h) BHS will cooperate with Covered Persons and Provider in resolving disputes regarding delivery of and payment for Covered Services. Further, BHS shall maintain procedures for dispute resolution and appeals, which procedures shall conform to applicable laws and industry standards. Corporation acknowledges, however, that BHS is acting solely as a Managed Care/PPO administrator and shall not be responsible for the quality of care rendered.

3. Responsibility of Corporation.

(a) Corporation agrees that Covered Persons will be eligible for Covered Services only through BHS subject to those benefits as identified in Addendum D hereto. Certain Covered Services under Corporation's Benefit Plan shall require pre-certification approval by BHS as a condition of coverage. Corporation shall not enter into any contract with any other entity or group to provide the Covered Services described herein, and Corporation shall adopt BHS as its exclusive Benefit Plan Administrator for the term of this Agreement.

(b) Corporation shall designate an employee liaison between Corporation and BHS. The liaison shall coordinate the services of BHS and Corporation's Benefit Plan and shall establish effective communication mechanisms between BHS and Corporation. Corporation agrees that in the event of a change to Corporation's employee liaison(s), there shall occur a meeting between BHS and the new employee liaison(s) to address the specifics of the Benefit Plan as administered by BHS. If Corporation utilizes an outside consulting firm, Corporation shall set forth the parameters and scope of authority of such firm and shall clearly define reporting responsibilities, subject to confidentiality parameters referenced herein. BHS shall look to Corporation to make final decisions on questionable claims and coverage issues.

(c) Corporation shall arrange to provide BHS with a list of all Covered Persons by location and shall keep such list current. Initial coverage locations are identified on Addendum E. Corporation shall provide an adequate means for BHS to verify the eligibility of Covered Persons.

(d) Corporation shall pay, or cause to be paid BHS, all charges submitted by BHS pursuant to those terms stipulated in Addendums A and B. Charges for services rendered shall be paid within thirty (30) days from the date that such charges are invoiced. It is solely Corporation's responsibility to pay BHS in accordance with this Agreement. In the event of non-payment, Corporation shall be held responsible for any and all costs of collection incurred by BHS, including attorney's fees and court costs. Should a Provider's fee be later denied due to retrospective review, initial eligibility error, or for any reason other than an error on the part of BHS, Corporation acknowledges and agrees that any charge, billed or received by BHS for services it rendered related thereto, shall not be subject to refund. Further, BHS shall not be financially responsible for any retrospective claims for provider repayment due to the above.

(e) Corporation shall cause to be paid, upon the effective date of this Agreement, an advance payment (reserve) equal to one month's estimated bill total, which may be used by BHS to make timely payments to its Providers during the term of this Agreement. BHS shall cause said reserve to be returned to Corporation at termination of this Agreement, when all final invoices have been paid by Corporation.

4. Relationship Between the Parties.

(a) Contractual Relationship Between Independent Contractors.

It is agreed that nothing herein shall be construed as creating a relationship of co-partners, joint ventures, or association between BHS and the Corporation or its health care Benefit Plan, nor shall either party, its employees, agents or representatives be considered employees, agents or representatives of the other party. BHS and Corporation shall execute a Business Associate Agreement, in a mutually satisfactory format, which shall be attached hereto as Addendum F. Further, Corporation acknowledges that BHS is not directly providing medical services or serving as an insurance company. Neither BHS nor Corporation shall have responsibility or obligation for any act or omission of any Provider.

Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that this Agreement shall not change, alter, or interfere with any professional relationship which currently exists or which may exist between any of BHS' affiliated or those non-affiliated psychiatrists and allied health professionals and any Covered Person who becomes a patient of such psychiatrist or allied health professional, including the care or treatment rendered or prescribed by such professional to any Covered Person. Such professionals shall have and be subject to the same duties, liabilities, and responsibilities toward any Covered Person who becomes a patient as exists generally between patient and professional medical persons.

(b) Hold Harmless and Indemnification.

BHS is, in relation to this Agreement, an Independent Contractor. As such, BHS provides its own employees for administration purposes and is responsible for and will defend and indemnify Corporation against any cost relating to its direct employees for negligence in

the performance of duties directly performed by BHS employees including without limitation any liability for loss, damage, expenses, court costs and attorney fees arising from such negligence.

Corporation is responsible for and will defend and indemnify BHS against any cost relating to its employees for negligence in the performance of duties directly performed by the Corporation's employees including without limitation any liability for loss, damage, expenses, court costs and attorney fees arising from such negligence. Corporation's liability under this paragraph shall be limited to the amounts specified in Alabama Code (1975) §11-93-2 (limitations on municipal liability).

BHS shall carry: a) general liability insurance coverage, to include bodily injury, and b) managed care errors and omissions liability coverage in a minimum amount of \$3 mil/\$3 mil. Upon request, BHS shall furnish Corporation with Certificates of Insurance evidencing such coverage. BHS shall include Corporation as a certificate holder on its managed care liability policy. Further, BHS shall make every attempt to ensure that Participating Providers or subcontractors maintain satisfactory levels of professional liability insurance in those amounts regularly carried by a prudent person or corporation in a similar line of work.

BHS shall maintain a relationship of independent contractor with Participating Providers or subcontractors providing services in furtherance of this Agreement. Corporation acknowledges that BHS employees are not directly performing treatment services or medical necessity determinations on inpatient stays and that all medical necessity recommendations made to Corporation shall be subject to final decision of Corporation. BHS shall have no direct responsibility or obligation for any claim arising directly or indirectly out of any act or omission of any Provider hereunder. Further, BHS shall have no responsibility for claims arising from BHS' disclosure of any patient information to Corporation, or arising from issues related to Corporation's establishment of Benefit Plan or eligibility determinations. Corporation shall be responsible for maintaining Benefit Plan, and BHS shall be responsible for administering Benefit Plan, in accordance with applicable federal and state laws and regulations.

Corporation and BHS hereby agree to hold each other harmless for and against, and release each other from responsibility for, any and all claims, liabilities, damages, costs or expenses (including, without limitation, attorney's fees) or judgments asserted or incurred as a result of Covered Services to be provided hereunder, including but not limited to, any claims of malpractice or negligence against a Subcontractor or Provider in the discharge of their professional responsibilities. It is understood and agreed that BHS shall have no direct responsibility for the care provided by Provider. Both parties agree to cooperate with each other in the event a claim alleging malpractice is filed against Provider, BHS or Corporation, including providing deposition testimony and witness appearance if necessary. BHS shall give Corporation written notice of the date BHS is informed of such claim.

5. Confidentiality of Information.

(a) All data collected, created, received, maintained or disseminated for any purpose by BHS will be the property of BHS. BHS shall make available to Corporation information on Corporation's utilization in such a form and format as BHS provides to others of its clients. Corporation and its affiliated representatives under this Agreement agree to keep all of such information confidential and not to share such information with third parties. Corporation acknowledges that BHS is under no obligation to provide data to any third party, and all requests

therefore by Corporation, or by a third party on Corporation's behalf, shall be subject to BHS' express approval.

(b) BHS shall maintain records relating to Covered Persons in such a form as required by law and subject to the rights of the Covered Person and Corporation and the terms of Federal and State regulation, including, but not limited to, 42CFR.

(c) Either party to this Agreement shall have the right to include the following information relative to the other party in all marketing and administrative materials it may distribute: Corporation name, address, telephone number, contact person, type of service provided.

(d) Corporation may request an independent review be performed, at Corporation's expense, in support of the accuracy of the eligibility verification of Corporation's covered members (however, BHS shall not be held responsible for errors in this regard per Section 3 (d)), and in support of billings rendered to Corporation. Such review shall be limited to those two issues only and shall be performed by a qualified, independent audit firm which specializes in health care and is unrelated to either party. The selection of such designated audit firm shall be through mutual agreement by the parties. Such review shall be performed onsite at BHS offices and shall occur at such time as BHS determines and in a manner not disruptive to the regular operation of BHS on behalf of its other clients. Such onsite review shall be limited to one time per year, and time duration of no greater than eight (8) hours. BHS shall provide reasonable access to pertinent records in support of the above two issues only, but no BHS records shall be copied or otherwise removed from BHS offices. Information furnished by BHS to auditors shall be limited to that which does not violate patient confidentiality regulations, confidentiality provisions between BHS and its providers, and confidentiality provisions between BHS and its other clients.

6. Term.

(a) The term of this Agreement shall commence on January, 1, 2015, and shall continue in effect for one (1) year and may be renewed thereafter for one (1) year periods subject to the agreement of the parties; provided, however, this Agreement may be terminated by BHS upon thirty (30) days written notice to Corporation, if Corporation or its third party administrator shall fail to make payments hereunder when due, if BHS is unable to maintain an adequate number of Participating Providers or if BHS is subjected to potential liability as a result of actions by Corporation, Covered Persons, or Participating Providers.

Further, Corporation may terminate this Agreement upon thirty (30) days written notice if BHS shall fail to comply with the terms of this Agreement within thirty (30) days of receiving notice from Corporation specifying the nature of its failure to comply. Further, either party may voluntarily terminate this agreement by providing advance written notice at least ninety (90) days prior to any renewal period.

(b) Upon expiration or termination of the Agreement without renewal, BHS agrees to continue and Corporation agrees to pay, Covered Services to any Covered Person hospitalized on the date of termination until the date of discharge or until Corporation has made arrangements for substitute care, not to exceed the lesser of twenty (20) days or the time the Person's benefits are exhausted.

(c) Upon a termination event, Corporation shall continue to pay all amounts due BHS which were incurred up to and including the effective date of termination. All indemnification and confidentiality provisions described herein shall survive termination.

7. Notices.

Any notices required to be sent hereunder shall be sent to the following addresses:

Attn: Deborah L. Stephens
Behavioral Health Systems, Inc.
Two Metroplex Drive, Suite 500
Birmingham, Alabama 35209

Attn: Cindy Lehman
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

8. Amendment of this Agreement.

This Agreement may be amended by mutual agreement of both parties at any time, by a writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this, the 23rd day of October, 2014.

Behavioral Health Systems, Inc. ("BHS")

By: Deborah L. Stephens
Deborah L. Stephens
Founder, Chairman & Chief Executive Officer

The City of Huntsville ("Corporation")

By: _____
Tommy Battle
Its: Mayor, City of Huntsville

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

<u>SERVICE</u>	<u>FEES</u>
<u>INITIAL PATIENT CONSULT</u>	\$150
<u>INITIAL PROVIDER ASSESSMENT</u>	
Includes face-to-face assessment (all specialty levels: M.D., Ph.D., Masters).	\$175
Medical Evaluation (M.D. only)	\$200
<u>INPATIENT/FACILITY TREATMENT</u>	<u>Current BHS National Ranges</u>
(Direct pass-thru on negotiated per diems/fees)	
Adult general psych	\$ 450-925
Child & Adolescent general psych	500-975
Adult substance abuse detox/rehab ¹	350-750
Adolescent substance abuse detox/rehab ¹	400-800
Partial hospitalization ¹	250-425
(¹ May include physician fees)	
<u>OUTPATIENT SUBSTANCE ABUSE TREATMENT (IOP)</u>	
Intensive Outpatient Program	
(60+ outpatient treatment hours & 1-2 year aftercare program)	\$ 3,000-5,000
<u>OUTPATIENT PSYCH TREATMENT</u>	
(Includes claims processing and cost/utilization reports)	
Therapy (M.D.)	\$ 125
Therapy (non-M.D.)	\$ 110
Medication Checks (M.D. only)	\$ 90
2013 APA Code Complexity	\$ 25
2013 APA Code Surcharges	\$ 50 – 175
Lab/Testing/Neuropsych/ECT	< UCR or as negotiated
ER/Transportation/ Non-PPO Services	< UCR or as negotiated
<u>CASE MANAGEMENT</u>	
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: 8; outpatient: 2)	\$ 100/hr
<u>PPO ACCESS/ADMINISTRATION</u>	
(Per inpatient/facility episode of care [Partial Hospitalization/IOP @ 50%])	\$ 1,000
Access to BHS inpatient/outpatient PPO network/rates; provider identification/negotiation/credentialing; open network provider requests; case-specific agreements; emergency facility affiliations; QA.	
<u>HDHP ADMINISTRATION (if applicable, HDHP participants only)</u>	\$ 2.75 PMPM
Covers PPO access and TPA fees, physician review charges and case management charges for HDHP membership.	
<u>MEDICAL PLAN INTERFACE COORDINATION (if applicable)</u>	\$ No Charge

BEHAVIORAL HEALTH SYSTEMS
EMPLOYEE ASSISTANCE PROGRAM SERVICES
FEE FOR SERVICE RATE SCHEDULE
CITY OF HUNTSVILLE

MANAGEMENT SERVICES (OPTIONAL)

FEES ⁽¹⁾

<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-\$450/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 ⁽³⁾
<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

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⁽³⁾

Peer Support/Focus Groups \$250/hour⁽³⁾

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)

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⁽³⁾

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

NOTIFICATION POLICY: There may 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.

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.

BEHAVIORAL HEALTH SYSTEMS, INC. CITY OF HUNTSVILLE COVERED CONDITIONS

For the purpose of definition, and except as otherwise excluded below, Covered Conditions generally include treatment rendered in connection with the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) categories 291.81 – 314.01 and V Codes. Covered Conditions include but are not limited to:

291.81 – 292.9 and 303.90 – 305.90	Substance Abuse Disorders
295.4 – 295.9 and 297.1 – 298.9	Schizophrenia and Other Psychotic Disorders
296.4 – 296.89	Bipolar Disorders
296.2 – 296.36, 296.99 and 300.4	Depressive Disorders
300.0 – 300.29, 300.7 and 309.21	Anxiety Disorders
300.3	Obsessive Compulsive Disorder and Related Disorders
308.3 and 309.81 – 309.21	Trauma and Stress Related Disorders
300.12 – 300.15 and 300.6	Dissociative Disorders
300.11, 300.19 and 300.7 – 300.89	Somatic Disorders
301.0 – 301.9	Personality Disorders
307.1 and 307.50 – 307.59	Eating Disorders
309.0 – 309.4	Adjustment Disorders
312.34 and 312.81 – 313.81	Disruptive, Impulse Control and Conduct Disorders
314.00 – 314.01	Attention-Deficit/Hyperactivity Disorder
V15.41 – V69.9	Relationship, Grief, Communication, and Other Short-Term Non-Acute Conditions

Covered Services and Conditions

The following constitute covered mental health or substance abuse services or conditions when approved by BHS:

- A. Treatment or services rendered in connection with mental illnesses classified in the DSM-5 categories listed above.
- B. Treatment or services determined by BHS to be medically necessary either before, during or after care is rendered.
- C. Covered services rendered by a licensed behavioral health provider who is approved by BHS for the type of service being rendered, unless specifically allowed otherwise by the plan or by BHS as determined on a case by case basis.
- D. Treatment or services rendered by an out-of-network provider to the extent out-of-network benefits are allowed by the plan.
- E. Initial assessment/psychological testing/other psychological diagnostic services for the purpose of diagnosing a mental, nervous or substance abuse condition.
- F. Treatment or services rendered in connection with a secondary diagnosis which is a covered diagnosis as defined above and is the primary focus of treatment.
- G. Treatment or services related to tobacco use.
- H. Treatment or services for gambling disorders, when reasonably expected to improve in response to the treatment provided or recommended.
- I. Treatment or services related to narcotic maintenance therapy, and detoxification from medications prescribed for narcotic maintenance.
- J. Treatment of chronic pain or any pain disorder that cannot be attributed to a general medical condition.

Non-Covered Services and Conditions

The following services or conditions **do not** constitute covered mental health or substance abuse services or conditions, unless shown to be required by federal or state law or regulation, or which are demonstrated to be more restrictive than the treatment limitations applied to substantially all medical/surgical benefits in the same classification:

I. Evaluative and Educational:

- A. Speech, occupational, physical and recreational therapy.
- B. Evaluation, testing or other services for the purpose of assessing or resolving educational performance questions or other academic problems, or for the purpose of establishing functional capacity related to medical conditions.
- C. Remedial education, tutoring, and treatment or services related to learning disorders.
- D. Testing and other services which schools or other institutions/agencies are required to provide under federal, state or other laws.
- E. Therapeutic boarding school, including any mental health/substance abuse treatment or services provided as a component of the school program.
- F. Services for Autism Spectrum Disorder, intellectual disability or other developmental disorder.

II. Administrative, Legal, and Judicial:

- A. Administrative psychiatric services, including but not limited to expert testimony, medical records review, report preparation, and record maintenance/copying.
- B. Psychiatric or psychological examinations, testing or treatment for any administrative purpose, including but not limited to obtaining or maintaining employment, determining disability, obtaining approval for elective surgical or other medical procedures, or relating to legal advice or proceedings.
- C. Evaluation, testing or treatment while confined in a prison, jail or other penal institution.
- D. Care or treatment provided by any federal or state hospital, facility, or treatment program, or covered in whole or part under the laws, including workers compensation laws, of any federal, state, county, city, or other governmental agency that provides or pays for care, except as required by law.
- E. Treatment for alleged or convicted sexual offenders or perpetrators of sexual/physical violence or abuse.
- F. Any condition where the primary focus of treatment is illegal or criminal behavior.

III. Self Care and Improvement:

- A. Dietary management consultation and any other services provided for the purpose of weight loss.
- B. Retreats, workshops, seminars or courses for the purpose of self improvement or personal growth and development.
- C. Biofeedback.
- D. Services or expenses for treatment which does not require a licensed provider, given the level of simplicity and the patient's condition, will not further restore or improve the patient's symptoms, behaviors, or level of functioning, or is not reasonable as to number, frequency, or duration.

IV. Maintenance and Rehabilitation:

- A. Residential psychiatric 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.
- B. Custodial care or nursing home care.

V. Services Unproven Or Not Symptom Focused:

- A. Treatment, treatment protocols, medical devices, drugs or procedures which BHS considers to be experimental/investigational or unproven, including services that are part of a clinical trial.
- B. Assessment, consultation or treatment conducted via telephone, on-line or by any means other than direct face-to-face care.

VI. Other:

- A. Disorders related to speech, communication or language.
- B. Any sexual paraphilic disorder, gender dysphoria or disorders of sexual functioning.
- C. Caffeine use.
- D. Simple intoxication, or assessment/care rendered to a patient while under the influence of alcohol or other substances.
- E. Any neurocognitive disorder related to head injury, infection, disease (including Alzheimer's disease or delirium), other medical condition or substance use; or unspecified cognitive disorder (799.59) or any other nonspecific condition related to cognitive functioning.
- F. Sleep disorders, including any substance-induced forms.
- G. Malingering.
- H. Dissociative Identity Disorder (formerly Multiple Personality Disorder).
- I. Procedures determined by BHS to be redundant when performed in combination with other procedures.

VII. Non-Authorized Services:

- A. Except in cases of an emergency admission, a finding of medical necessity upon retrospective review, or as otherwise allowed by the plan, any inpatient treatment or services delivered without BHS preauthorization. Coverage for emergency care requires BHS notification within 48 hours of the time the care was rendered, or the next business day. Certain other services require BHS preauthorization, including partial hospital programs (PHP), intensive outpatient programs (IOP), ECT (electroconvulsive therapy), and psychological testing.
- B. Services for which the patient is not obligated to pay, or for which there would be no charge if the patient had no health care coverage.
- C. Treatment or services received after the date the member's coverage has ended, regardless of whether the member is an inpatient on that date. 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.
- D. Services delivered after any applicable Plan limits have been exceeded, including but not limited to calendar year maximums.
- E. Claims received after a period of 24 months from the date treatment or services were rendered, except as otherwise required by the plan.

- F. Travel, lodging, room and board, and other expenses even if associated with medically necessary services approved by BHS.
- G. Charges for missed provider appointments.

Corporation's Medical Plan shall be financially responsible for providing covered medical services (including emergency medical services) 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.

**CITY OF HUNTSVILLE
EMPLOYEE ASSISTANCE PROGRAM AND
MENTAL & NERVOUS GROUP BENEFITS DESCRIPTION
ADDENDUM TO EMPLOYEE'S MEDICAL PLAN BOOKLET
JANUARY 1, 2015**

This 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 program is effective 01/01/15.

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

Effective 01/01/15, 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 should be precertified and referred through BHS.** This applies to any inpatient or outpatient treatment for a MHSA Condition when that condition is the primary or secondary diagnosis.

ACCESS TO BENEFITS

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 access preferred appointment times with our providers, and for ease of eligibility verification and claims processing under this Plan.**

NOTE: All benefits are subject to medical necessity review and approval by BHS either before, during, or after treatment. Certain services require precertification. It is your responsibility to make sure that your providers obtain approval from BHS before you are treated. If you do not receive precertification, 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 48 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 a 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. We encourage providers to submit all claims for services directly to BHS for processing. 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.

Outpatient Structured Substance Abuse Programs (IOPs) will be covered at 100% of approved charges.

Outpatient Office Visits will be subject to a \$25 copay per session.

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

Because BHS offers an open network, there is no need to access a non-network provider. At your request, BHS will contact any provider not currently affiliated with BHS, and in most cases, arrangements can be made for you to receive services with the same level of benefit coverage as that offered through the BHS PPO network. When necessary, out-of-network coverage matching that of your current medical benefit plan is available. In those instances when 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) treatment rendered meets BHS medical necessity guidelines, and 3) any necessary precertification requirements are met. 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 medical benefit plan out-of-network coverage level. You 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.

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/Substance Abuse (Drug or Alcohol) Condition: Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder, or a maladaptive pattern of psychoactive substance use to the detriment of health or social functioning. Certain plan requirements apply as to conditions eligible for coverage: primary/secondary diagnosis must be DSM-5 codes 291.81 – 314.01 and all V codes (subject to certain code exclusions). Other applicable exclusions include but are not limited to: non-medically necessary treatment, investigational/unproven treatment, elective or personal growth, remedial or evaluative academic services, Dementia/Alzheimer's and amnesic disorders, sleep disorders, chronic pain, residential, and nursing home or custodial care. Precertification is required for inpatient and partial hospitalization, intensive outpatient programs, psychological testing, ECT, and such other treatment as may be determined. Contact BHS for questions regarding covered services under this Plan. You may request a written list of Covered/Non-Covered Services and Conditions specific to this Plan from BHS.

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 arrange a case-specific affiliation 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, masters-level); 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

Behavioral Healthcare Programs for Business & Industry Since 1989

P.O. Box 830724
Birmingham, AL 35283-0724

Contact BHS:

800-245-1150
205-879-1150

Website:

www.behavioralhealthsystems.com

COVERED LOCATIONS

Huntsville, AL

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.