



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 9/26/2024

**File ID:** 2024-1830

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**Department:** Human Resources

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a renewal agreement between the City of Huntsville and Behavioral Health Systems.

Resolution No.

**Finance Information:**

**Account Number:** 1005-00-00000-517030-000000000

**City Cost Amount:** \$3,300,000

**Total Cost:** \$3,300,000

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:**

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

**RESOLUTION NO. 24-\_\_\_\_\_**

**WHEREAS** the City of Huntsville, wishes to renew an agreement with Behavioral Health Systems, Inc. for administration services for its employee mental health services, and;

**WHEREAS**, the City desires to commence the agreement with Behavioral Health Systems on January 1, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Huntsville, Alabama, 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 Integrated MHS/ Employee Assistance Plan Agreement Between the City of Huntsville, Alabama and Behavioral Health Systems, Inc, dated Rev. 7/24, consisting of nine (9) pages plus seventeen (17) pages consisting of related documents and the date of September 26, 2024 appearing on the margin of the first page, together with the signature of the President or President Pro Tern 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 2024.

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

**APPROVED** this the 26th day of September 2024.

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Mayor of the City of  
Huntsville, Alabama



## **BEHAVIORAL HEALTH SYSTEMS**

Behavioral Healthcare Programs for Business & Industry Since 1989

### **INTEGRATED MHSA/EMPLOYEE ASSISTANCE PLAN AGREEMENT**

This Agreement is made and entered into this 1st day of January, 2025, by and between Behavioral Health Systems, Inc. ("BHS") and The City of Huntsville ("Client") as follows:

WHEREAS, BHS acts as a Mental Health/Substance Abuse/Employee Assistance ("MHSA/EAP") Plan Administrator and Third Party Claims Administrator ("TPA") for plans such as the Benefit Plan; and

WHEREAS, BHS acts as a Preferred Provider Organization ("PPO") in negotiating alternative rate contracts with certain Providers to provide services including the Covered Services; and

WHEREAS, Client desires to utilize the MHSA/EAP Plan Administrator, PPO, and TPA services of BHS and its network of Participating Providers to provide Covered Services to Covered Persons.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby 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, established and administered by Client for its employees and Covered Persons pursuant to Client's policies and the provisions of ERISA, the ACA and other applicable regulations.

(b) "**Covered Person**" means any individual determined by Client to be eligible and/or enrolled for coverage under the Benefit Plan.

(c) "**Covered Services**" refers to those specific mental/nervous/substance abuse and employee assistance-related services/conditions covered under the Benefit Plan or other Client 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) who renders care to Covered Persons under the Benefit Plan. All Providers shall meet applicable state and federal guidelines, industry standards, and maintain accreditation as applicable. BHS is under no obligation to credential or enter into a contractual relationship with a (non-Participating) Provider or to provide Care Management monitoring of treatment rendered by a (non-Participating) Provider.

(e) "**Participating Provider**" means a Provider who has entered into a provider agreement with BHS or is identified by BHS on a case specific basis as "Participating Provider". A 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.

(f) **"Care 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. Care Management may be performed in conjunction with an outside subcontractor, such as a 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) **Participating Provider Network.** BHS shall use its best efforts to establish and maintain a network of Participating Providers to provide Covered Services to Covered Persons at each of Client's covered locations (contingent upon access to and availability of qualified, willing Providers in any given location). The Client may request that BHS exclude certain Participating Providers and may request that BHS utilize specific Participating Providers but all decisions concerning the exclusion and utilization of Providers shall be made by BHS in its sole discretion. All Participating Providers rendering services to Covered Persons shall have the obligation to meet applicable state and federal guidelines, industry standards, and maintain accreditation as applicable. 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. BHS makes no guarantee that a given Provider will remain a Participating Provider throughout the term of this Agreement.

(b) **Referrals to Participating Providers.** BHS shall offer to arrange the referral for a Participating Provider to provide Covered Services to 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 such Covered Person's request for Covered Services.

(c) **Care Management Services.** BHS shall conduct or arrange for Care 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 Care 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 use its best efforts to determine whether the care plan set up for the Covered Person is being followed. BHS shall monitor treatment outcomes and perceived quality of care. BHS shall make available to Client, upon request, its pre-certification and concurrent review criteria, upon which a determination of medical necessity shall be based.

(d) **Private Medical Information.** BHS shall not release a Covered Person's private medical information to the Client without such Covered Person's written consent. 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 Client and the terms of Federal and State regulation, including, but not limited to, 42 CFR Part 2.

(e) **Non-Participating Providers.** If a Covered Person is admitted to a non-Participating Provider health care facility for emergency services, BHS shall use its best efforts, upon proper notice of such admission, to affiliate said facility on a case-specific basis, or arrange for a transfer of such Covered Person 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 Care Management services for such Covered Person and out-of-network benefits shall apply. Where no out-of-network benefits are available, or pending a date of transfer, benefits shall be paid at in-network benefit levels for certified emergency admissions at a non-Participating facility. BHS reserves the right to deny coverage for inpatient days and outpatient treatment which, through pre-certification, concurrent or retrospective review, fail to meet the medical necessity guidelines established by BHS.

(f) **Claims Processing and Billing.** BHS shall perform all centralized claims processing functions for services rendered under this Agreement. BHS shall administer an established billing system in order to coordinate Client's payment for Covered Services to BHS. BHS shall pay Providers 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 the payment of Benefit Plan claims which do not constitute Covered Services, unless expressly authorized by Client. BHS shall develop a system for the coordination of claims with Client's Medical Plan provider or third party administrator, as necessary and appropriate, and in such form and format as is acceptable to BHS.

(g) **Charges and Payments.** Provider fees for services shall be determined through either alternative rate contracts with BHS, UCR, or otherwise, but it is understood that BHS shall charge Client 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 Client shall pay such amounts, with BHS retaining any surplus, or paying any shortage, between that amount and the fee paid by BHS to Provider. Inpatient stay/partial/residential charges submitted to Client for payment shall reflect pass-through per diems and a PPO administration fee to cover BHS' charge for access to and administration of its inpatient provider network. Care Management charges shall be billed at an hourly rate as rendered.

(h) **Provider Dispute Resolution.** 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. Client acknowledges, however, that BHS is acting solely as a PPO/Plan Administrator and shall not be responsible for the quality of care rendered.

### **3. RESPONSIBILITIES OF CLIENT.**

(a) **Exclusivity.** During the term of this Agreement, Covered Persons will be eligible for Covered Services only through BHS. Certain Covered Services shall require pre-certification approval by BHS as a condition of coverage. Client shall not enter into any contract with any other party to provide the services to be provided by BHS described hereunder, and Client hereby engages BHS as its exclusive provider of MHSA/EAP Plan Administration, PPO, TPA and Care Management services for the Benefit Plan during the term of this Agreement.

(b) **Liaison.** Client shall designate one or more of its employees to act as liaison between Client and BHS. The liaison shall coordinate the services of BHS and the Benefit Plan and shall establish effective communication mechanisms between BHS and Client. In the event of a change to Client's liaison(s), BHS and the new liaison(s) shall meet to discuss the Benefit Plan as administered by BHS. If Client utilizes an

outside consulting firm, Client 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 rely on Client to make final decisions on questionable claims and coverage issues.

(c) **Covered Persons.** Client shall arrange to provide BHS with a list of all Covered Persons by location and shall keep such list current. Client shall provide an adequate means for BHS to timely and accurately verify the eligibility of Covered Persons.

(d) **Payments.** Client shall pay (or cause to be paid) to BHS all charges submitted by BHS to Client pursuant to the terms of this Agreement and **Addendums A and B** within thirty (30) days from the date that such charges are invoiced. 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, any charge that was billed or received by BHS for its services related to such fee, 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) **Advance Payment.** Client shall pay (or 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 increased from time to time as applicable, 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 Client after the termination of this Agreement, if/when all final (run-out) invoices have been paid by Client.

#### **4. RELATIONSHIP BETWEEN THE PARTIES.**

(a) **Contractual Relationship Between Independent Contractors.** Nothing herein shall be construed as creating a relationship of co-partners, joint ventures, or association between BHS and the Client or the Benefit Plan, nor shall either party, its employees, agents or representatives be considered employees, agents or representatives of the other party. BHS and Client shall execute a Business Associate Agreement, in a mutually satisfactory format, which shall be attached hereto as **Addendum E**. Client acknowledges that BHS is not directly providing medical services or serving as an insurance company. Neither BHS nor Client shall have any responsibility or obligation for any act or omission of any Provider. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not change, alter, or interfere with any professional relationship which currently exists, or which may hereafter exist, between any Provider and any Covered Person who is or becomes a patient of such Provider, including the care or treatment rendered or prescribed by such Provider to such Covered Person.

(b) **Insurance.** 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 Client with Certificates of Insurance evidencing such coverage. BHS shall include Client as a certificate holder on its managed care liability policy. Further, BHS shall use its best efforts 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.

(c) **General Responsibilities of Parties.** BHS shall maintain a relationship of independent contractor with (Participating) Providers or subcontractors providing services in furtherance of this Agreement. Client acknowledges that BHS employees are not directly performing treatment services, and that all

medical necessity recommendations made to Client shall be subject to final decision of Client. 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 Client, or arising from issues related to Client's establishment or operation of Benefit Plan or eligibility determinations. Client shall be responsible for maintaining and operating Benefit Plan, and BHS shall be responsible for administering Benefit Plan, in accordance with applicable federal and state laws and regulations.

(d) **Mutual Release.** Client and BHS hereby release each other from responsibility for any and all claims, liabilities, damages, judgments, costs or expenses (including, without limitation, attorney's fees) asserted or incurred as a result of Covered Services provided hereunder, including, but not limited to, any claims of malpractice or negligence against any subcontractor or Provider. BHS shall have no responsibility for the care provided by any subcontractor or Provider. The parties shall cooperate with each other in the event any such claim is made against any Provider, BHS or Client, including providing testimony. Each party shall give the other party prompt written notice of its receipt of any such claim.

(e) **Force Majeure.** BHS shall not be liable for any failure or delay in the performance of services under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunction of utilities or computer (hardware or software) or communications services, accidents, labor disputes or acts of civil or military authorities.

(f) **Indemnification.** Subject to the terms and conditions hereinafter set forth, each party (the "**Indemnitor**") shall indemnify, defend and hold the other party and each of its shareholders, members, partners, directors, managers, officers, employees and agents (collectively, the "**Indemnitees**") harmless from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, the "**Claims**") which:

(i) are made against the Indemnitee or suffered, sustained, incurred or paid by the Indemnitee; and

(ii) arise out of, or in connection with, or are attributable to (A) any actual or alleged violation or inaccuracy of any representation or warranty of the Indemnitor contained herein or (B) any negligent act or omission or willful misconduct of the Indemnitor or its partners, directors, managers, officers, employees or agents in connection with the performance of the Indemnitor's duties under this Agreement.

(iii) Client's obligations pursuant to this paragraph are limited by the Alabama law of municipal liability set forth in Alabama Code Sections 11-47-190 and 11-93-2

(1) Claims Against the Plan. Client shall be the Indemnitor and BHS the Indemnitee in connection with Client's exercise of its right, or failure to exercise such right, to make the final decision regarding the payment of any appealed, disputed or questionable claim, including an individual's status as a Covered Person or the medical necessity of any treatment that is the subject of the claim.

(2) Required Notice of Claim. Promptly after the Indemnitee becomes aware of a Claim, the Indemnitee shall give written notice of such Claim (the "**Claim Notice**") to the Indemnitor; provided, however, that the Indemnitee's failure to give the Claim Notice to the Indemnitor shall relieve the Indemnitor of its duties, obligations and liabilities hereunder only if and to the extent that the Indemnitor is actually prejudiced thereby.

(3) Defense of Claim. Within ten (10) days following its receipt of the Claim Notice, the Indemnitor, by written notice to the Indemnitee, may elect to assume the defense of the Claim at its own expense and using attorneys reasonably acceptable to the Indemnitee. If the Indemnitor elects to assume the defense of the Claim, it shall not be liable to the Indemnitee for any legal or other expenses (other than reasonable costs of investigation) subsequently incurred by the Indemnitee in connection with the defense of the Claim; provided, however, that if the Indemnitor fails to assume or prosecute the defense of such Claim in good faith, the Indemnitee, by written notice to the Indemnitor, shall be entitled to assume the defense of such Claim at the expense of the Indemnitor.

(4) Required Consent to Judgment or Settlement. The Indemnitor shall not consent to the entry of a judgment or enter into any settlement with respect to a Claim without the written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitor has assumed and prosecuted the defense of a Claim in good faith, the Indemnitee shall not consent to the entry of a judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed.

(g) Limitation Of Liability. Except as set forth in Section 4 (f) - herein, the liability of BHS, its shareholders, directors, officers, employees, agents and contractors to Client for any claim for losses or damages sustained or incurred by Client as a result of the actions or omissions of BHS in performing services hereunder shall be limited to the actual and direct losses and damages sustained or incurred by Client and the amount of such liability shall not exceed (a) the coverage limits determined to be available under liability insurance policies maintained by BHS or (b), if insufficient coverage is determined to be available, the aggregate amount of the fees paid by Client to BHS for its services during the twelve (12) month period ending on the date on which such claim is first asserted. Further, BHS shall not be liable to Client for special, punitive, indirect, incidental, exemplary or consequential damages or for loss of data, treatment services covered under and found to be payable through Benefit Plan, lost profits or loss of goodwill in any way arising from or relating to this agreement or the services performed by BHS, even if BHS has been notified of the possibility of such damages occurring.

## **5. CONFIDENTIALITY AND AUDITS.**

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



Client's behalf, shall be subject to BHS' express approval. Client and its affiliated representatives shall keep the terms and rates of this Agreement confidential. Either party shall have the right to include the following information relative to the other party in all marketing and administrative materials it may distribute: Client name, address, telephone number, contact person, type of service provided.

(b) **Audits.** Client may request an independent review be performed, at Client's expense, in support of the accuracy of the eligibility verification of Client'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 Client. 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, RENEWALS AND TERMINATION.**

(a) **Initial and Renewal Terms.** The initial term of this Agreement shall commence on January 1st, 2025, and shall continue until December 31st, 2027. The parties may mutually agree to renew for successive renewal terms of one (1) year each.

(b) **Termination by BHS.** BHS may terminate this Agreement upon thirty (30) days written notice to Client if (1) Client fails to make any payment hereunder when due, (2) BHS is unable to maintain an adequate number of Participating Providers or (3) BHS is subjected to potential liability as a result of the actions or omissions of Client, a Covered Person, or a Participating Provider.

(c) **Termination by Client.** Client may terminate this Agreement upon thirty (30) days written notice to BHS if BHS breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Client specifying such breach.

(d) **Termination Upon Bankruptcy, Etc.** Either party may terminate this Agreement upon written notice to the other party, but in the case of Client's termination, such termination is only as may be required when Client would be unable to continue to sponsor and pay for its Benefit Plan, in the event the other party voluntarily files a petition in bankruptcy, makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or the other party is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days after its filing.

(e) **Effect of Termination on Covered Persons.** Upon the termination of this Agreement, BHS shall continue to arrange, and Client shall continue to pay for, Covered Services provided to any Covered Person who is hospitalized on the date of termination, from that date until the earliest of (i) the date of discharge,

(ii) the date Client has made arrangements for substitute care and coverage, (iii) the twentieth (20<sup>th</sup>) day after the termination date or (iv) the date on which the Covered Person's benefits under the Benefit Plan are exhausted.

(f) **Surviving Provisions.** Following the termination of this Agreement, Client shall continue to pay all amounts due BHS which were incurred up to and including the effective date of termination (or hospital discharge). All indemnification and confidentiality provisions contained herein shall survive termination.

## **7. MISCELLANEOUS.**

(a) **Notices.** All notices or communications required or permitted by this Agreement shall be in writing and shall be deemed to have been given when personally delivered or deposited in the United States mail, by certified or registered mail, return receipt requested, and addressed to the parties at the following addresses:

**If to BHS:**

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

**If to Client:**

Attn: Byron Thomas  
The City of Huntsville  
305 Fountain Circle  
Huntsville, AL 35801

(b) **Arbitration.** Any controversy or claim arising from or relating to this Agreement, or its breach, shall be resolved by an arbitration proceeding to be held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the AAA. Either party may initiate such arbitration proceeding at any time after the conclusion of a mediation proceeding. The results of the arbitrator's finding shall be binding on the parties. The parties understand that arbitration does not involve the intervention of a jury and, therefore, agree to the following waiver of their rights to trial by jury:

EACH PARTY HEREBY KNOWINGLY WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CONTROVERSY, CLAIM, OR OTHER DISPUTE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HEREBY AFFIRMS ITS RIGHT AND OPPORTUNITY TO CONSULT LEGAL COUNSEL OF ITS CHOICE REGARDING THE WAIVER OF THIS IMPORTANT LEGAL RIGHT.

(c) **Assignment.** Upon at least ten (10) days prior written notice to the other, either party may assign this Agreement to another party which is the successor to its business.

(d) **Binding On Successors.** This Agreement shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

(e) **Waiver Of Provisions.** Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof or a waiver of any preceding or succeeding breach of this Agreement.

(f) **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(g) **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

(h) **Entire Agreement; Modification.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreement and understandings relating to the subject matter hereof, and there are no agreements, understandings, warranties or representations between the parties hereto other than those set forth herein. This Agreement shall not be modified or amended except by a written document executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 20\_\_.

BEHAVIORAL HEALTH SYSTEMS, INC. ("BHS")

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

THE CITY OF HUNTSVILLE ("Client")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTACHMENTS:**

ADDENDUMS A/B – Fee Schedules

ADDENDUM C - Covered Services

ADDENDUM D - Benefit Plan SPD

ADDENDUM E - Business Associate Agreement

**BEHAVIORAL HEALTH SYSTEMS, INC.  
INTEGRATED MHSA/EMPLOYEE ASSISTANCE PLAN  
FEE-FOR-SERVICE RATE SCHEDULE  
THE CITY OF HUNTSVILLE**

<b><u>SERVICE</u></b>	<b><u>FEES</u></b>
<b><u>BHS MHSA PLAN ADMINISTRATION</u></b>	
Standard ASO fees charged by health plan insurers on a PEPY or claims percentage basis for plan administration.	No charge
<b><u>INITIAL PATIENT CONSULT</u></b>	
Includes patient intake; explanation of benefits; chart set-up; eligibility verification; assessment provider specialty/level of care determination; assistance in provider selection, initial appointment scheduling; patient & provider communication.	\$ 150
<b><u>INPATIENT/FACILITY/IOP TREATMENT</u></b>	
(Direct pass-thru on negotiated per diems/fees. May include physician fees)	<b><u>Current BHS National Ranges</u></b>
Adult general psych	\$ 450-875
Child & Adolescent general psych	500-975
Adult substance abuse detox/rehab	350-750
Adolescent substance abuse detox/rehab	400-800
Partial hospitalization	250-425
Intensive Outpatient Substance Abuse Program (IOP)	3,000-5,000
<b><u>OUTPATIENT TREATMENT <sup>(1)(2)</sup></u></b>	
(Includes claims processing, coordination of benefits and cost/utilization reports)	
Medical Evaluation (M.D.)	\$ 225
Initial Assessment (non- M.D.)	\$ 175
Therapy (M.D.)	\$ 130
Therapy (non-M.D.)	\$ 110
Medication Checks (M.D.)	\$ 125
Interactive Complexity Add-on Code (2013 APA)	\$ 25
Psychiatric Add-on Code (2013 APA)	\$ 50 – 175
Lab/Testing/Neuropsych/ECT/ABA	≤ UCR or as negotiated
ER/Transportation	QPA or as negotiated
Non-PPO OP Services	≤ UCR or BHS allowable
<b><u>CASE MANAGEMENT</u></b>	
Ongoing monitoring of treatment plans/progress notes/medical necessity; patient/provider communication; treatment coordination/provider referrals; regular medical team conferences; discharge planning; aftercare monitoring; QA; patient satisfaction/advocacy; appeals; patient/provider/employer liaison; supervisory referrals; last chance agreement; fitness for duty/RTW determination. (Average hours per case: inpatient: 8; outpatient: 2)	\$ 110/hr
<b><u>PPO NETWORK ACCESS (INPATIENT/PHP/IOP)</u></b>	
(Per episode of care)	
Access to BHS PPO network/facility rate savings; new provider identification/ negotiation/credentialing; open network provider requests; case-specific agreements; emergency facility affiliations; new location network development.	\$ 1,100
<b><u>HDHP CLAIMS PROCESSING (TPA) (if applicable)</u></b>	
Per claim TPA fee applied until member deductible is met. (HDHP participants only.)	\$ 35 / claim

<sup>(1)</sup> BHS reserves the right to apply fee increases of 3-5% to OP Treatment Services effective on renewal dates, as necessitated by provider fee increases.

<sup>(2)</sup> On a case-specific basis, additional charges may apply to ensure prompt treatment referrals in certain geographic or specialty areas where low provider availability/extended wait times exist.



## BEHAVIORAL HEALTH SYSTEMS

### **EMPLOYEE ASSISTANCE PROGRAM SERVICES FEE-FOR-SERVICE RATE SCHEDULE THE CITY OF HUNTSVILLE**

#### OPTIONAL MANAGEMENT SERVICES

#### FEES <sup>(1)</sup>

<u><b>Consultation/Technical Assistance</b></u> – Assistance in design/development/implementation of benefit plans/corporate policies and procedures (i.e., sexual harassment, workplace violence, drug-free workplace); special projects, conference calls, financial analyses/projections requested by benefit consultants/brokers; process development/issues resolution with other client-designated account managers (i.e., TPAs referral process, workflow, eligibility, communication, claims, reporting, COB, patient advocacy, complaints resolution); special provider network affiliation requests.	\$250/hour
<u><b>Critical Incident/Crisis Response</b></u> – Coordination with onsite contact/local authorities, assessment of incident needs, development of response plan, locating/securing trained clinicians, printed materials for employees, evaluation/follow-up (24/7 onsite response within 2 hours of call). May include post-weapons discharge debriefing.	\$250-\$450/hour <sup>(2)</sup>
<u><b>Conflict Mediation</b></u> – Communication with involved parties, assessment of situation, recommendations for response, onsite consultation, counselor-led mediation session and follow-up.	\$250/hour
<u><b>Employee Health Fairs/Other Onsite Representation</b></u> – Includes BHS representative, promotional material (magnets, pens, etc.), resource information and brochures.	\$150/hour
<u><b>Employee Wallet Cards/Member Guides/Promotional Materials</b></u>	As quoted
<u><b>Online Work/Life</b></u> – Online work/life services which include 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><b>Employee Wellness Program</b></u> – Full complement of wellness-related services. Refer to Wellness Program details.	As quoted
<u><b>Telephone Management Consultation</b></u> – (one hour per incident)	No charge
<u><b>Management Support Other</b></u> – Upon client request/court order re employee/client legal action: records review, deposition preparation, testimony appearance, subpoena response, external legal counsel, consultation with client.	\$200/hour (plus OOP reimbursement)
<u><b>Statistical Reporting</b></u> – Standard BHS quarterly reports detailing utilization, referral source, costs, etc.	No charge for Standard; \$200/hr. non-standard

## OPTIONAL 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 presentation materials (training outline, participant handouts, overhead/PowerPoint slides), and locating/scheduling providers (as applicable). Participant certificates and evaluations may be requested as an add-on feature. As quoted<sup>(3)</sup>

**Peer Support/Focus Groups** \$250/hour<sup>(3)</sup>

## OPTIONAL EMPLOYEE SERVICES (OTHER)

**Employee Workshops** (Groups up to 50) – Includes all presentation materials: workshop outline, participant handouts, overhead PowerPoint presentation, and locating/scheduling providers (as applicable). Participant certificates and evaluations may be requested as an add-on feature. As quoted<sup>(3)</sup>

**Downsizing/Outplacement Counseling/Pre-Employment Testing** – Includes onsite counselor(s) for group or individual counseling, written materials, resource information, and follow-up. \$200/hour

**Employee Orientation (Groups up to 100)** – Employee in-services to inform all employees of EAP benefits. As quoted<sup>(3)</sup>

**Employee Awareness and Education** – On-going distribution of posters, payroll stuffers, newsletter articles and employee letters related to EAP benefits. As quoted

**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) canceled with less than 72 hours' notice.

<sup>(1)</sup> Travel expenses shall be billed separately, as applicable.

<sup>(2)</sup> Prices may vary depending upon type of crisis, location, number of counselors needed to respond, and date/time onsite services are requested.

<sup>(3)</sup> Fee variables include: new topic design vs. inventoried, resources req'd, # participants, location, advance notice period, etc.



## **BEHAVIORAL HEALTH SYSTEMS, INC.** **COVERED SERVICES AND CONDITIONS** **THE CITY OF HUNTSVILLE**

For the purpose of definition, and except as otherwise excluded below, covered conditions generally include those described by the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM), including V Codes. This document has been designed to comply with the plan sponsor's group health benefits and the Mental Health Parity and Addiction Equity Act (MHPAEA). Covered conditions include the following DSM categories:

Substance Abuse Disorders  
Schizophrenia and Other Psychotic Disorders  
Bipolar Disorders  
Depressive Disorders  
Autism Spectrum Disorders  
Anxiety Disorders  
Obsessive Compulsive Disorder and Related Disorders  
Trauma and Stress Related Disorders  
Dissociative Disorders  
Somatic Symptom Disorders  
Personality Disorders  
Eating Disorders  
Gender Dysphoria  
Adjustment Disorders  
Disruptive, Impulse Control and Conduct Disorders  
Attention-Deficit/Hyperactivity Disorder  
Relationship, Grief, Communication, and Other Short-Term Non-Acute Conditions

### **Covered Services and Conditions**

**The following constitute covered mental health or substance use disorder services and conditions:**

- Treatment or services rendered in connection with mental health and substance use disorders described in the most current version of the DSM listed above.
- Treatment or services determined by BHS to be medically necessary either before, during or after care is rendered.
- Covered services, or treatment specifically allowed otherwise by the plan, which are rendered by a provider who meets BHS licensure or Employee Assistance Professional certification (CEAP) requirements, or other applicable credentialing criteria which satisfy the licensure requirement, or a licensed and accredited facility, and is approved by BHS for the type of service being rendered as an in-network (paneled, referral, or case specific) provider or out-of-network provider, to the extent out-of-network benefits are allowed by the Plan.
- Initial assessment and such other psychological diagnostic services necessary for the purpose of diagnosing a mental health or substance use disorder condition.
- Treatment or services rendered in connection with a covered secondary or co-occurring mental health or substance use disorder diagnosis which is the primary focus of treatment.
- Treatment for Autism Spectrum Disorder, including Applied Behavior Analysis (ABA).
- Nicotine dependence.

- Pathological Gambling
- Medication Assisted Treatment (MAT) for opioid use disorders, when provided by a prescriber/ program meeting all requirements established by the Substance Abuse and Mental Health Services Administration (SAMHSA) and all other legal requirements.
- Psychiatric evaluation and treatment of pain that cannot be directly attributed to a physical cause such as an illness, injury, or other medical condition.
- Virtual mental health and substance use disorder services (i.e., telepsychiatry) when provided in accordance with all of the following: 1) according to generally accepted standards of mental health and substance use disorder professional practice, the recommended virtual services can be safely and effectively delivered using remote, interactive videoconferencing; 2) all virtual services are provided using HIPAA-compliant secure video-based technology; 3) the standard of care for all virtual services provided is equivalent to the standard of care required for the same service when provided in-person; and 4) the provider is in compliance with all applicable federal and state laws, and licensing board requirements related to virtual behavioral healthcare practice. Benefits for out-of-network virtual behavioral health services are available to the extent out-of-network benefits are allowed by the plan for comparable medical services.

#### **Non-Covered Services and Conditions**

**The following do not constitute covered mental health or substance use disorder 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 the plan sponsor's group health benefits in the same classification:**

- **Administrative** and clerical services, including but not limited to expert testimony, medical records, review/maintenance/copying, report preparation, and medical leave or disability paperwork completion.
- Psychiatric examinations, testing or treatment for any **administrative** purpose, such as that required for obtaining/maintaining employment, determining disability, elective surgery/medical procedure approval, or relating to legal advice or proceedings.
- **Alzheimer's** disease, or any neurocognitive disorder related to physical injury, infection, disease or other medical condition, including unspecified cognitive disorder.
- **Caffeine** dependence.
- **Claims** received after a period of 12 months from the date treatment or services were rendered, or which were not properly submitted to BHS.
- Treatment or services received after the date the member's **coverage has ended**, including inpatient or other hospital care. 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.
- Treatment or services while confined in a prison, jail or other penal institution, or for any psychological diagnosis, condition or problem resulting from participation in **criminal** activity.
- Any condition where the primary focus of treatment is illegal or **criminal** behavior, including treatment for sexual offenders or perpetrators of sexual/physical violence or abuse.
- **Custodial** care or nursing home care. Custodial care is care rendered to a patient with a prolonged psychiatric disorder that may include assisted daily living, routine nursing care and other forms of supervisory care, but in general no acute mental health services are provided. Patients are typically hospitalized in an acute care facility while awaiting transfer to a long-term psychiatric care facility.
- Weight loss and/or **dietary management** services. This exclusion does not apply to services provided by appropriately credentialed and experienced dietitians, nutritionists or other nutrition professionals approved by BHS for medically necessary nutritional counseling and individualized nutrition planning for patients with a covered, primary eating disorder diagnosis.



- Psychological testing and other services which schools or other institutions/agencies are required to provide/cover in whole or in part under **federal, state or other laws**.
- Care or treatment provided by any federal or state hospital, facility or program, or covered in whole or in part under the laws, including workers compensation laws, of any federal, state or other **governmental** agency that provides or pays for care, except as required by law.
- Treatment, treatment protocols, medical devices or equipment, facilities and programs, drugs or procedures which are **investigational** or considered unproven, including services that are part of a clinical trial.
- Services related to **learning**, educational performance and/or learning disorders, including but not limited to IQ, academic placement and achievement testing, remedial education, tutoring, educational therapy and therapeutic boarding schools.
- Services for which the patient is not **legally obligated to pay**, or for which there would be no charge if the patient had no health care coverage.
- Treatment, care or services which do not require a **licensed provider**, given the level of simplicity and the patient's condition.
- **Malingering**.
- Treatment, care or services BHS determines are not **medically necessary**.
- Charges for **missed provider appointments**.
- Psychological/**neuropsychological** evaluation and testing related to a primary medical diagnosis.
- Services delivered after any applicable **Plan limits** have been exceeded.
- Except in cases of an emergency, a finding of medical necessity upon retrospective review, or as otherwise allowed by the plan, any inpatient admission without BHS **preauthorization**. BHS should be notified of any admission for inpatient treatment within 48 hours or as soon as reasonably possible. Certain other services require BHS preauthorization, including partial hospital programs (PHP), intensive outpatient programs (IOP), electroconvulsive therapy (ECT), transcranial magnetic stimulation (TMS) and psychological testing for more than 10 hours.
- Procedures determined by BHS to be **redundant or duplicative** when performed in combination with other procedures.
- Services rendered which are different from those **requested and described** by the provider, hospital, facility or program and which are not clinically appropriate and/or medically necessary. This includes but is not limited to specific treatment protocols, regimens, procedures, levels of care, or treatment settings as they are defined by generally accepted professional guidelines.
- **Residential** treatment (program) rendered at a non-acute or custodial level of care.
- Services and expenses for convenience, such as **room and board** furnished by a hospital/facility when necessary and appropriate treatment could be provided outside of an inpatient setting, or weekend partial hospital program/outpatient programming absent medical necessity.
- Retreats, workshops, seminars, courses, trainings, biofeedback and other types of **self-care** or personal improvement and development (i.e., animal, art, music therapy).
- Treatment or services for sexual paraphilic disorders or disorders of **sexual functioning**.
- Mental health/substance use disorder assessment or care rendered to a patient diagnosed with **simple intoxication, or while under the influence** of alcohol or other substances. This exclusion does not apply to medically necessary inpatient detoxification provided when there is a reasonable expectation for severe withdrawal or serious complications related to withdrawal.

- **Sleep** disorders.
- Health care services, including but not limited to, **speech, occupational, physical and recreational therapy** provided for the treatment of co-occurring medical/physical diagnoses, problems or impairments for patients diagnosed with a covered, mental health/substance use disorder condition. Disorders related to speech, communication, or language.
- **Travel and lodging** even if associated with medically necessary services approved by BHS.
- Services rendered by any **unlicensed or non-accredited** behavioral health provider, hospital, facility or program unless the licensure requirement is satisfied by other applicable BHS credentialing criteria. Requirements for licensure and accreditation are applicable to both BHS in-network and out-of-network providers.

Client'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.

**BEHAVIORAL HEALTH SYSTEMS, INC.**  
**EMPLOYEE ASSISTANCE PROGRAM AND**  
**MENTAL HEALTH/SUBSTANCE ABUSE BENEFITS DESCRIPTION**  
**ADDENDUM TO THE GROUP HEALTH PLAN BOOKLET**  
**THE CITY OF HUNTSVILLE**

This revised Addendum to The City of Huntsville group health plan booklet(s) replaces any prior addendum or communication provided. **Mental Health/Substance Abuse/EAP (MHSA/EAP) benefits are only available as detailed in this Addendum.** This revised program is effective 1/1/2025.

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

Effective 1/1/2007, The City of Huntsville-sponsored group health plan MHSA/EAP benefits have been 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.

**ELIGIBILITY**

**EMPLOYEE ASSISTANCE PROGRAM:** All City of Huntsville employees may receive up to five (5) visits/consults at no charge each year when services are rendered by a BHS network provider. EAP Benefits are also available to dependents, retirees, and retiree dependents if enrolled in and eligible for coverage under a City of Huntsville-sponsored Group Health Plan. To be ensured of EAP benefit eligibility, you can contact BHS for assistance in arranging an appointment with a qualified provider in your area. Refer to **ACCESS TO BENEFITS** section below.

**MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS:** Additional benefits are available to The City of Huntsville employees and dependents enrolled in and eligible for coverage under a The City of Huntsville-sponsored group health plan. These benefits are subject to certain conditions as stated below. All benefits have been designed to comply with the plan sponsor's group health benefits and the Mental Health Parity and Addiction Equity Act (MHPAEA). This applies to treatment of any covered MHSA Condition when that condition is the primary or secondary diagnosis.

**ACCESS TO BENEFITS**

For referral assistance or information regarding your benefits and eligibility, contact BHS by calling 800-245-1150 (toll-free) or 205-879-1150 (Birmingham). When you call, identify yourself as having the The City of Huntsville-sponsored EAP or group health benefit plan. BHS can refer you to the nearest qualified PPO assessment provider. **Scheduling an initial assessment through BHS can give you access to preferred appointment times with providers, ease of eligibility verification and claims processing under this Plan.**

**NOTE:** Benefits may be subject to medical necessity review and approval by BHS either before, during or after treatment. Certain services require precertification. Refer to **DEFINITIONS/COVERAGE RESTRICTIONS** or contact BHS for information regarding services requiring precertification under this Plan.



**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. **You are not required to obtain BHS approval prior to receiving emergency care.** In the event you are admitted for emergency inpatient treatment, you or the hospital/provider should notify BHS of the admission within 48 hours or as soon as reasonably possible. 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 The City of Huntsville's group health benefits through Behavioral Health Systems, Inc. This applies to any inpatient or outpatient treatment for a covered MHSA condition when that condition is the primary or secondary diagnosis. Prescription drugs are payable through The City of Huntsville's medical plan or prescription drug benefits. Refer to your Group Health Benefit Plan booklet for applicable general information on enrollment, eligibility, wait periods, COBRA continuation procedures, coordination of benefits, subrogation and other coverage issues not specifically addressed in this insert. Major medical out-of-pocket limits do apply. For additional Plan information, contact BHS.

Coverage for the following services is available through Behavioral Health Systems' participating hospitals, doctors or other professional care providers, and when BHS receives and processes claims for services rendered under this Plan. Please note: certain restrictions may apply as to conditions/diagnoses eligible for coverage. Refer to **DEFINITIONS** below or contact BHS if you have a question in this regard. All MHSA providers, hospitals, facilities and programs must be licensed and accredited, and satisfy BHS credentialing requirements to qualify for coverage.

- Initial Evaluation
- Outpatient Treatment (licensed/certified M.D., Ph.D., LPC or equivalent)
  - individual therapy
  - family or group therapy
  - medication management
- Psychological and 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/copayment 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.

### **BENEFITS AND COST SHARING**

The following **In-Network benefits** are available for treatment which is eligible for coverage, when a Participating Provider is used (Refer to the BHS Provider Requirements section for **Out-of-Network benefits** and coverage):



**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 per day copay for days 2-6. HDHP – 90% of approved charges, subject to the calendar year deductible.

**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. HDHP – 90% of approved charges, subject to the calendar year deductible.

**Outpatient Office Visits** will be covered as follows, depending on the Covered Person's medical plan: BlueCard PPO – subject to a \$30 copay per session. HDHP – 90% of approved charges, subject to the calendar year deductible.

**Emergency care** will be covered as follows, depending on the Covered Person's medical plan: BlueCard PPO – 100% of approved charges, subject to a \$150 facility copay and a \$30 emergency room physician copay. HDHP – 90% of approved charges, subject to the calendar year deductible.

**Other Outpatient Services**, including labs, ambulance, and home health, will be covered as follows, depending on the Covered Person's medical plan: BlueCard PPO – 100% of approved charges. HDHP – 90% of approved charges, subject to the calendar year deductible.

### **BHS PROVIDER REQUIREMENTS**

Because BHS offers an open network, there is typically 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 contract with a requested provider, 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 out-of-network 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 for which there are no plan benefits (refer to **COVERAGE RESTRICTIONS**), and provider fees which exceed the BHS-allowable maximum.

### **COMPLIANCE WITH FEDERAL REGULATIONS**

BHS will administer The City of Huntsville's MHSA benefits 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 Health /Substance Use Disorder 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. Covered conditions generally include primary/secondary diagnoses as described by the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM), including V Codes (subject to certain code exclusions). Certain plan requirements apply as to conditions eligible for coverage. Other applicable exclusions include but are not limited to: non-medically necessary treatment, investigational/unproven treatment, self-care or personal development, services related to learning or academic achievement, Alzheimer's disease/dementia, sleep disorders, chronic pain

, residential and nursing home and custodial care. Precertification is required for any inpatient admission and partial hospitalization, intensive outpatient programs, ECT, Transcranial Magnetic Stimulation and extended psychological testing (more than 10 hours). Contact BHS for questions regarding covered services under this Plan. You may request a written list of 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 referral agreement or case-specific agreement in place with BHS. BHS employs an open network approach, which allows our members greater freedom of choice in provider selection. Upon request, BHS may be able to arrange a case-specific affiliation with a non-participating provider.

### **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 or grievances
- appeal a BHS determination

#### **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](http://www.behavioralhealthsystems.com)

# **BEHAVIORAL HEALTH SYSTEMS, INC.**

## **BUSINESS ASSOCIATE AGREEMENT FOR**

### **THE CITY OF HUNTSVILLE**

**WHEREAS**, Client 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, Client 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**, Client, 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**, Client 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 Client and Benefit Plan, and that may be subsequently provided and/or made available by BHS to Client, 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 Client

- 2.01 Client 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 Client on behalf of the Benefit Plan, Client 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 Client, provided that such permitted and required uses and disclosures may not be inconsistent with said Rule, and providing for adequate separation between the Client 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 Client 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 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 Client's obligations under the HIPAA Privacy Rule, comply with the requirements of said regulations that apply to Client 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, Client available to Client 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, Client 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 Client 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 Client 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 Client with other available information that Client 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 Client 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 Client 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. Miscellaneous**

- 5.01 A reference in this Addendum to a section in the HIPAA Mandates means the section as in effect or as amended.
- 5.02 BHS and Client 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.
- 5.03 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.
- 5.04 Any ambiguity in this Addendum shall be resolved to permit compliance with the HIPAA Mandates.