



## **BEHAVIORAL HEALTH SYSTEMS**

Behavioral Healthcare Programs for Business & Industry Since 1989

### **EMPLOYEE ASSISTANCE PLAN AGREEMENT**

This Agreement is made and entered into this 25th day of March, 2024, by and between Behavioral Health Systems, Inc. ("BHS") and City of Madison, Alabama ("Client") as follows:

WHEREAS, BHS acts as an Employee Assistance Plan ("EAP") Administrator and Third Party Claims Administrator ("TPA") for plans such as the Employee Assistance 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 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 hereto agree as follows:

**1. DEFINITIONS.** For purposes of this Agreement:

(a) "**Employee Assistance 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 Client to its employees, established and administered pursuant to the Client's policies.

(b) "**Covered Person**" means any individual determined by Client to be eligible for coverage under Client's Employee Assistance Plan.

(c) "**Covered Services**" refers to those specific mental/nervous/substance abuse and employee assistance-related services/conditions covered under the Client's policies and employee communications/materials, and as further defined under **Addendums C** attached hereto, and as may be mutually revised from time to time.

(d) "**Provider**" means a licensed healthcare professional who may or may not be a Participating Provider, but who renders care on behalf of Covered Persons under Client's Employee Assistance 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.

(e) "**Participating Provider**" means a Provider who has entered into a provider agreement with BHS or is identified on a case specific basis as "Participating Provider". BHS is under no obligation to contract with Providers who have not been approved by BHS for network affiliation.

## 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 care for Covered Persons for Covered Services for 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 from time to time and may request that BHS utilize specific Participating Providers.

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. Further, pursuant to BHS Provider agreements, all rates negotiated with Participating Providers shall be held in strict 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) **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.

(c) **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 make payments made through Client's Employee Assistance Plan to Provider pursuant to Participating Provider Agreements or UCR, whichever is applicable. BHS shall not be responsible for claims which do not constitute Covered Services hereunder, unless expressly authorized by Client.

(d) **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 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. Care Management charges shall be billed at an hourly rate as rendered.

(e) **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) **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 Client's Employee Assistance Plan and shall establish effective communication mechanisms between BHS and Client. In the event of a change in Client's liaison(s), BHS and the new liaison(s) shall meet to discuss the specifics of the Employee Assistance Plan as administered by BHS. If Client utilizes an outside consulting firm, Client shall set forth the parameters and scope of the 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.

(b) **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.

(c) **Payment.** 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. In the event of non-payment, Client shall be 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, 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.

(d) **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 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 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 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 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 \$1 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 an Employee Assistance Plan or eligibility determinations.

(d) Client shall be responsible for maintaining and operating Employee Assistance Plan, and BHS shall be responsible for administering Employee Assistance Plan, in accordance with applicable federal and state laws and regulations.

(e) **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 twenty (20) days notice of its receipt of any such claim.

(f) **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.

(g) **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 Indemnatee or suffered, sustained, incurred or paid by the Indemnatee; 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.

(1) Claims Against the Plan. Client shall be the Indemnitor and BHS the Indemnatee 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. Within twenty (20) days after the Indemnatee becomes aware of a Claim, the Indemnatee shall give written notice of such Claim (the "**Claim Notice**") to the Indemnitor; provided, however, that the Indemnatee'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 Indemnatee, may elect to assume the defense of the Claim at its own expense and using attorneys reasonably acceptable to the Indemnatee. If the Indemnitor elects to assume the defense of the Claim, it shall not be liable to the Indemnatee for any legal or other expenses (other than reasonable costs of investigation) subsequently incurred by the Indemnatee 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 Indemnatee, 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 Indemnatee, 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 Indemnatee 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.

(h) Limitation Of Liability. Notwithstanding anything to the contrary contained 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 Employee Assistance 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 TERMINATIONS.**

(a) **Initial and Renewal Terms**. The initial term of this Agreement shall commence on March 25th, 2024, and shall continue until March 25th, 2027. The initial term shall automatically renew for successive renewal terms of one (1) year each unless either party delivers written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the initial or any renewal term.

(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 Employee Assistance 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 Employee Assistance 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. 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: Deborah L. Stephens  
Founder, Chairman & CEO  
Behavioral Health Systems, Inc.  
Two Metroplex Drive, Suite 500  
Birmingham, Alabama 35209

**If to Client:**

Attn:  
City of Madison, Alabama  
100 Hughes Road  
Madison, AL 35758

(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 Huntsville, 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 March \_\_\_\_, 2024.

BEHAVIORAL HEALTH SYSTEMS, INC. ("BHS")

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

City of Madison, Alabama ("Client")

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

**ATTACHMENTS:**

ADDENDUMS A/B – Fee Schedules

ADDENDUM C – Covered Services

ADDENDUM D – Employee Assistance Plan Summary

ADDENDUM E – Business Associate Agreement



**BEHAVIORAL HEALTH SYSTEMS, INC.**  
**EMPLOYEE ASSISTANCE PROGRAM**  
**FEE-FOR-SERVICE RATE SCHEDULE FOR**  
**CITY OF MADISON, ALABAMA**

**SERVICE****FEES**

Includes claims processing, QA, and utilization reports

**Initial Patient Consult/Treatment Plan Development**

Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral.

\$ 175 per intake

**OUTPATIENT TREATMENT <sup>(1)</sup>****BHS Assessment**

Includes face-to-face assessment. Evaluation performed by a clinical Psychologist or Masters prepared therapist as deemed appropriate. (May include minimal psychological testing as needed.)

\$ 185 per assessment

**Short-term Counseling Services**

Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional.

Licensed Clinical Psychologist or  
Masters level Counselor

\$ 130 per hour

Interactive Complexity Add-on Code (2013 APA)

\$ 25 – 50

Psychiatric Add-on Code (2013 APA)

\$ 50 – 100

<sup>(1)</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** **CITY OF MADISON, ALABAMA**

### **OPTIONAL MANAGEMENT SERVICES**

### **FEES** <sup>(1)(2)</sup>

**Consultation/Technical Assistance** – 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

**Critical Incident/Crisis Response** – 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 <sup>(3)</sup>

**Conflict Mediation** – Communication with involved parties, assessment of situation, recommendations for response, onsite consultation, counselor-led mediation session and follow-up.

\$250/hour

**Employee Health Fairs/Other Onsite Representation** – Includes BHS representative, promotional material (magnets, pens, etc.), resource information and brochures.

\$150/hour

**Employee Wallet Cards/Member Guides/Promotional Materials**

As quoted

**Online Work/Life** – 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).

No Charge

**Employee Wellness Program** – Full complement of wellness-related services. Refer to Wellness Program details.

As quoted

**Telephone Management Consultation** – (one hour per incident)

No charge

**Management Support Other** – 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)

**Statistical Reporting** – Standard BHS quarterly reports detailing utilization, referral source, costs, etc.

No charge for  
Standard; \$200/hr.  
non-standard

### **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.

\$350 and up <sup>(4)</sup>

**Peer Support/Focus Groups**

\$250/hour

## **SUPERVISORY REFERRALS**

### **Supervisory Referral Initial Patient Consult/Treatment Plan Development**

Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral.

\$ 250 per intake

**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

### **Supervisory Referral BHS Gatekeeping/Assessment**

Includes face-to-face assessment. Evaluation performed by a clinical Psychologist or Masters prepared therapist as deemed appropriate. (May include minimal psychological testing as needed.)

\$ 185/hr  
(non-MD)

### **Supervisory Referral PPO Network Access (Inpatient /PHP/IOP)**

(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.

\$1,500

### **Supervisory Referral Short-term Counseling Services**

Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional.

Individual therapy (non-MD)

\$ 130

Interactive Complexity Add-on Code (2013 APA)

\$ 25 – 50

Psychiatric Add-on Code (2013 APA)

\$50 – 100

### **Lab/Testing/Neuropsych/ECT/ER/Transportation/Non-PPO OP Services**

≤ UCR, QPA or as negotiated

### **DOT SA and Return to Work Evaluations**

\$250-450 per 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.

\$350 and up <sup>(4)</sup>

**Downsizing/Outpatient Counseling** – 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.

\$350 and up <sup>(4)</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> 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.

<sup>(3)</sup> Prices may vary depending upon type of crisis, location, number of counselors needed to respond, and date/time onsite services are requested.

<sup>(4)</sup> Fee variables include: new topic design vs. inventoried, resources req'd, # participants, location, advance notice period, etc.

## **BEHAVIORAL HEALTH SYSTEMS, INC.**

### **EMPLOYEE ASSISTANCE PLAN COVERED CONDITIONS FOR CITY OF MADISON, ALABAMA**

#### **Covered Services and Conditions:**

The following constitute covered mental health or substance abuse services or conditions when approved by BHS and provided to eligible persons:

- A. Assessment, counseling and treatment rendered in connection with disorders and conditions classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) categories 291.0 – 314.01 and V Codes, and corresponding ICD-10-CM codes, except as otherwise excluded below.
- B. Covered treatment, care or services rendered by a licensed, BHS-affiliated provider, and approved by BHS for the type of service being rendered.
- C. Initial assessment/other psychological diagnostic services for the purpose of diagnosing a mental health or substance abuse condition.
- D. Assessment or treatment conducted via telephone, or other form of digital information and communication technology.
- E. Smoking cessation.

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

The following generally **do not** constitute covered mental health or substance abuse services and conditions, unless shown to be required by federal or state law or regulation:

- A. Educational and evaluative: Services related to specific learning disabilities, intellectual disability, academic achievement, or any evaluation/testing which schools are required to provide under federal and state laws. Speech and occupational therapy. Services to establish functional capacity related to medical conditions.
- B. Administrative, legal, and judicial: Evaluation done as part of any legal proceedings. Records review and report preparation. Services required to obtain or maintain employment or professional licensure, or to determine disability. Assessment while confined in a jail or prison, or when the primary problem is related to illegal or criminal behavior. Evaluation required for approval of elective surgery or other medical procedures.
- C. Self-care and improvement: Dietary management and weight loss. Retreats, seminars or classes. Biofeedback. Art, music and animal therapy, and any form of holistic therapy.
- D. Other:
  - 1. Assessment/care rendered to a patient while under the influence of alcohol or other substances.
  - 2. Psychiatric evaluation, medication evaluation, medication management or any other services provided by a physician (psychiatrist), physician assistant (P.A.) or nurse practitioner.
  - 3. Psychological and neuropsychological testing.
  - 4. Services for which the patient is not obligated to pay, or for which there would be no charge if the patient had no EAP benefits.
  - 5. Treatment or services received after the date the member's EAP benefit eligibility has ended. In instances where a member is eligible for but has not yet elected COBRA, payment of benefits will not occur until COBRA continuation and benefit eligibility is confirmed.
  - 6. Claims received after a period of 12 months from the date treatment or services were rendered, except as otherwise required by the plan.
  - 7. Charges for missed provider appointments.

**BEHAVIORAL HEALTH SYSTEMS, INC.**  
**EMPLOYEE ASSISTANCE PROGRAM SUMMARY FOR**  
**CITY OF MADISON, ALABAMA**

**BHS Exclusive Provider Network**  
**Coverage for All In-Network Qualified/Licensed Professionals**  
**Confidential Services**

**EMPLOYEE ASSISTANCE PROGRAM**

- All employees and dependents may receive up to ten (10) visits/consults at no charge each year when BHS PPO Network is Used
- Coverage for all In-Network Qualified/Licensed Professionals
- May be used for Legal and Financial Consultation, Elder Care Guidance, as well as Assessment and Counseling for other Individual and Family Issues

**EAP ADVANTAGES**

- Access to the BHS national provider network (including LPCs, LCSWs and PHDs)
- Dedicated Master's-Level BHS Care Coordinator
- Initial appointment scheduling
- In-Person, Digital and Virtual Care Available
- 24 Hours a Day, 7 Days a Week Access
- BHS A.S.S.I.S.T. Online Work/Life Resources (includes eldercare and childcare locators and videos, articles, forms and assessments on a variety of topics)

**BEHAVIORAL HEALTH SYSTEMS, INC.**  
**BUSINESS ASSOCIATE AGREEMENT FOR**  
**CITY OF MADISON, ALABAMA**

**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.