



American Behavioral ®

THE CITY OF FOLEY INTEGRATED BEHAVIORAL HEALTHCARE SERVICES AGREEMENT WITH AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC.

Effective Date: January 1, 2014

THIS AGREEMENT entered into by and between AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC. ("AMERICAN BEHAVIORAL") and CITY OF FOLEY ("CITY OF FOLEY") as follows:

WHEREAS, AMERICAN BEHAVIORAL is an Alabama-based organization that develops and administers employee assistance programs ("EAP") and managed mental healthcare and substance abuse treatment services for the self-insured employers, employees and dependents;

WHEREAS, AMERICAN BEHAVIORAL has a network of credentialed providers and facilities located throughout the United States; and

WHEREAS, CITY OF FOLEY, a self-insured employer desires to have AMERICAN BEHAVIORAL develop and administer an integrated behavioral healthcare program for CITY OF FOLEY and other designated related entity employees and their dependents who participate in the CITY OF FOLEY health care insurance plans and provide EAP services only for all regular, full-time employees and dependents of CITY OF FOLEY and other designated related entity employees and dependents who do not participate in the CITY OF FOLEY health care insurance plan;

WHEREAS, CITY OF FOLEY acknowledges that AMERICAN BEHAVIORAL is not an insurer, underwriter nor guarantor with respect to any benefits payable.

NOW, THEREFORE, both parties agree as follows:

I. AMERICAN BEHAVIORAL Obligations:

- A. Develop and administer an integrated program of behavioral healthcare services consisting of an employee assistance program (EAP) and managed mental health and substance abuse services for the eligible employees and dependents who participate in the CITY OF FOLEY health insurance plans; develop and administer employee assistance program (EAP) for all regular full-time employees and dependents who are not enrolled in the health care insurance plan.
- B. Administer services under this *Agreement* in accordance with *Addendum A, Integrated Service Agreement Components* and *Addendum B, Certificate for Group Mental Health and Substance Abuse Benefits*.
- C. Process and pay all claims for services rendered in compliance with this *Agreement*.
- D. Report to CITY OF FOLEY, at agreed upon intervals, the current utilization of services provided.

II. CITY OF FOLEY Obligations

CITY OF FOLEY shall coordinate services with AMERICAN BEHAVIORAL by accomplishing the following:

- A. Provide eligible individuals with *Addendum B, Certificate for Group Mental Health and Substance Abuse Benefits* available under the *Agreement*.
- B. Provide AMERICAN BEHAVIORAL, by the first working day in each month, an electronic file of all eligible participants with necessary demographic information in a mutually agreed upon format. CITY OF FOLEY shall inform AMERICAN BEHAVIORAL if and when individuals are added or terminated as soon as reasonably possible.
- C. Pay all fees as set forth in *Addendum A* of this *Agreement* to AMERICAN BEHAVIORAL by the tenth working day of each month or within thirty days of receipt of an invoice. See payment terms in Addendum A attached.

III. Schedule of Costs

AMERICAN BEHAVIORAL shall be compensated by CITY OF FOLEY on a monthly basis according to the schedule outlined in *Addendum A, Integrated Service Agreement Components*.

IV. Termination of Agreement

- A. ***Voluntary Termination of this Agreement:*** The effective date of this *Agreement* shall be January 1, 2014. After the initial twelve months, CITY OF FOLEY or AMERICAN BEHAVIORAL may terminate this *Agreement* in its entirety, effective as of the last day of any month, by notifying the respective parties in writing at least sixty (60) days prior thereto. CITY OF FOLEY shall notify all participants of the prospective termination. All obligations of AMERICAN BEHAVIORAL shall terminate as of the effective date of the termination of this *Agreement*. Any individual who is currently hospitalized when such termination occurs will be allowed to continue hospitalization if medically necessary under the provisions of this *Agreement* until discharged, unless the individual's coverage has been exhausted or is no longer authorized.
- B. ***Involuntary Termination of this Agreement:*** If CITY OF FOLEY shall be dissolved, be deemed bankrupt or insolvent, be merged into another company, or cease compensations as required hereunder, this *Agreement* shall be considered terminated effective as of the date of such dissolution, bankruptcy, merger, or cessation of required compensations, unless the successor of CITY OF FOLEY, if any, shall simultaneously agree to continue this *Agreement*. Upon such involuntary termination, CITY OF FOLEY shall notify all participants that this *Agreement* has been terminated. Any individual who is currently hospitalized when such termination occurs will be allowed to continue hospitalization if medically necessary under the provisions of this *Agreement* until discharged, unless the individual's coverage has been exhausted or is no longer authorized.
- C. ***Disposition of Claims and Fund after Termination:*** In the event of the termination of this *Agreement*, CITY OF FOLEY shall immediately notify all participants to submit and file all unreported and unpaid claims for benefits under this *Agreement*, if any, with AMERICAN BEHAVIORAL within one hundred eighty (180) days from the date of termination. Claims received during this period shall be processed and paid within one hundred and eighty (180) days of receipt. Claims received beyond one hundred and eighty (180) days will be considered void by AMERICAN BEHAVIORAL; AMERICAN BEHAVIORAL will have no obligation to settle such claims.
- D. ***Continuity:*** Except in the case of voluntary or involuntary termination as set forth in Sections IV.A and IV.B. This *Agreement* shall continue in full force and effect for one year from the effective date of this *Agreement*. This *Agreement* shall renew automatically for consecutive one year periods, effective on the anniversary date, unless terminated by either party.

V. Liabilities and Indemnification

- A. *Indemnification:*** CITY OF FOLEY and AMERICAN BEHAVIORAL agree to indemnify and hold harmless each other and its directors, officers, employees and agents from any claim, liability, cost, loss, expense or damage (including reasonable attorneys' and accountants' fees) that may be made by any participant or any other person or entity employed by either party in connection with this *Agreement*, unless such claim, liability, cost, loss, expense or damage results from the other party's gross negligence, willful misconduct or fraud.
- B. *Discretionary Acts:*** All discretionary acts taken by AMERICAN BEHAVIORAL in connection with providing services hereunder shall be uniform in their nature and application to all persons similarly situated.
- C. *No Responsibility for Acts of Others:*** AMERICAN BEHAVIORAL does not assume any responsibility for any act of omission or breach of duty by the CITY OF FOLEY benefits administrator or any "fiduciary" responsibility (as defined in Section 3(21) of the Employee Retirement Income Security Act of 1974 (ERISA) with respect to the employee benefit plan, unless such liability is mandated by ERISA Sections 405 (a) and (c), and, with respect to any third party. AMERICAN BEHAVIORAL is not to be deemed an insurer, underwriter or guarantor with respect to any benefits payable.

VI. HIPAA Compliance

To the extent required by the Privacy Regulations and/or the Security Regulations promulgated by the United States Department of Health and Human Services and contained in 45 C.F.R. Parts 160 and 164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "Regulations"), AMERICAN BEHAVIORAL and CITY OF FOLEY Health Insurance Plan and the CITY OF FOLEY EAP will enter into (or have entered into) a mutually acceptable Business Associate (as defined in the Regulations) Agreement whereby AMERICAN BEHAVIORAL and the Business Associate, will agree (or have agreed) to transmit, create, receive, and/or maintain Protected Health Information (as defined in the Regulations) and Electronic Protected Health Information (as defined in the Regulations) in accordance with the Business Associate provisions of the Regulations.

VII. Confidentiality

The terms and conditions contained herein are confidential to the parties executing this Agreement and as such should not be disclosed to any party outside of the Officers, Directors, Consultants, and employees of either Party to this Agreement. Disclosure of the terms and conditions to any party other than those listed herein constitutes a breach of this Agreement, subject to the legal recourse provided for such breach.

VIII. Communication and Notices

Communication to AMERICAN BEHAVIORAL or CITY OF FOLEY shall be addressed to such party at its respective principal office, provided, however, that upon written request, communication shall be sent to such other address as AMERICAN BEHAVIORAL or CITY OF FOLEY may specify. No communication shall be binding upon any party until it is received by such party.

IX. Applicable Law

This *Agreement* shall be governed by, construed and enforced under the laws of the state of Alabama, except as otherwise preempted by ERISA.

X. Assignment

Except as expressly permitted herein, no party to this *Agreement* may assign any of its rights, duties or responsibilities hereunder without the prior express written consent of the other party; however, neither party shall unduly withhold its consent with respect to assignment of this contract.

XI. Entire Agreement

This *Agreement* constitutes the entire agreement between the parties hereto with respect to the subject matter herein. There are no further representations, warranties, conditions or obligations except as herein specifically provided.

XII. Waiver

Any waiver of any breach of the terms of this *Agreement* shall not be valid unless such waiver is in writing signed by the waiving party. A waiver in one instance shall not be deemed to be a continuing waiver unless expressly so stated therein.

XIII. Severability

If any provision of this *Agreement* shall be deemed unenforceable for any reason, then such provision shall be severed and it shall not affect the validity or enforceability of the remaining

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents.

By: _____
 Allen S. Blackwell Date
 President and
 Chief Executive Officer

By: _____ Date _____

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CITY OF FOLEY

Addendum A, Effective Date: January 1, 2014

Integrated Service Agreement Components

Pricing

Communication materials:

Direct Cost Pass through

EAP

Fixed Cost Single:

\$1.96 per employee per month

Fixed Cost Family:

\$2.76 per employee per month

EAP and Behavioral Healthcare

(For covered employees and dependents participating in the CITY OF FOLEY health plan)

See attached Fee-for-Service Price List

Treatment costs

As per attached Fee for Service Price List

All services include establishment and maintenance of a network of providers, facilities, case management and utilization review, processing and payment of claims and cost/utilization reporting.

Payment terms: All payments due under this contract are payable within 30 days of receipt of invoice for services rendered. Payments made after the contract term of 30 days will incur a 1.5% (one and one-half percent) monthly pro-rated late fee service charge until said payments are received.

To the extent payments due under this contract are received by American Behavioral within 10 days of receipt of invoice for services, a .5% (one half of one percent) discount may be taken on invoice total.

****Above pricing includes the following services:**

Access to comprehensive, on-line resources
and educational materials

Unlimited free use

Employee orientation sessions

One session at corporate location

Manager orientation sessions

One session at corporate location

Management consultations (telephonic)

Unlimited

Management consultations (on-site)

Fee for Service

Workshops/seminars

Fee for Service

Critical Incident Stress Debriefing

Fee for Service

*Direct costs are those costs AMERICAN BEHAVIORAL must pay to providers and/or facilities as a result of this arrangement for the Group Mental Health and Substance Abuse Benefits; does not apply to EAP benefits. Facility charges including Intensive Outpatient, Partial and Regular Hospitalization charges (if covered by this plan) shall be billed on a direct pass-through basis for the following diagnoses: autism spectrum disorder, sexual gender identity disorder, eating disorder, residential care.

**Any additional services needed may be purchased on a fee-for-service basis as per the following fee schedule.



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Addendum A *Continued*

Integrated Service Agreement Components

Fee for Additional EAP Services

(These services may be purchased in addition to those included on the previous page on a fee-for-service basis)

Manager/Supervisor Consultations

\$150 per consult on-site

Communication/Marketing materials for distribution within organization

Direct pass through of costs

Orientation and training sessions for Key Personnel/Administration, Supervisors, and Employees

\$250 per session

~~Participation in Wellness Fairs/Benefit Fairs/Open Enrollment Meetings on site~~

~~\$150 first hour-~~

~~\$100 per hour thereafter~~

Removed from 2013 Agreement

Critical Incident Stress Debriefing (CISD) on site*

In Alabama: \$250-\$350 per hour based upon location and immediacy of response

Outside of Alabama: Direct pass through; cost plus case management as incurred (average of two hours at \$90 per hour)

Presentations for the Workplace/Lunch and Learns

\$250 per session, plus travel and materials

Psychological testing/Hiring, Promotional, Fit for Duty, etc.

\$275 per test (includes the testing process, interview, and scoring/reporting)

*Cancellation fees apply



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Outpatient Treatment/Mental Health and Substance Abuse

Initial Evaluation

Physician Level	\$200.00
Clinical Psychologist	\$130.00
Counselor, Social Worker or Masters Level	\$115.00

Follow-Up Visits

	Physician	Psychologist	Masters
Therapy	\$150	\$120	\$110
Brief therapy/med check	\$ 75	\$ 65	\$ 60
Group therapy	\$ 75	\$ 65	\$ 60

Psychological Testing \$120 per hour (limit of 5 hours)

Case Management

Included in above treatment rates

(Case management services include initial telephone assessment/triage, eligibility determination, provider options and referral, care coordination, and treatment plan review.)

Inpatient Treatment Facility Charges

Negotiated rates are billed on a direct-pass through basis.

Per Diem Ranges*:

Adult	\$450-\$900
Child & Adolescent	\$450-\$900
Adult Substance Abuse	\$300-\$500
Adolescent Substance Abuse	\$300-\$500
Partial Hospitalization/Intensive Outpatient	\$150-\$300

Third Party Administrative Fees

Inpatient Facility Charge \$750 per episode

(Includes eligibility determination, care coordination, medical necessity review, quality assurance, provider negotiation and contracting, claims processing and utilization reports)

Case Management Fees

Inpatient Case Charges are included in Third Party Administrative Fee.

Additional Services may be purchased as needed and cost of these services will be mutually agreed upon at such time a specific request is made by the individual client organizations.

**Rates may vary by geographical location*

