

SERIAL 11146 RFP EMPLOYEE BEHAVIORAL HEALTH AND EAP SERVICES

DATE OF LAST REVISION: June 20, 2012

CONTRACT END DATE: June 30, 2018

CONTRACT PERIOD THROUGH JUNE 30, 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **EMPLOYEE BEHAVIORAL HEALTH AND EAP SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 20, 2012 (Eff. 07/01/13)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Chris Bradley, Business Strategies and Health Care Programs
Meg Blankenship, Business Strategies and Health Care Programs

(Please remove Serial 05063-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 11146-RFP

This Contract is entered into this 20th day of June, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Magellan Behavioral Health Inc., a Delaware corporation ("Contractor") for the purchase of Behavioral Health and Employee Assistance services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of July, 2013 and ending the 30th day of June 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 The County will self pay based on the current employee and/or subscriber count, as applicable, within ten (10) days after the End of the Month in which services are provided.
- 3.3 Claims for managed behavioral health services shall be paid weekly after receipt of properly completed invoice listing all claims and the discount for each claim.
- 3.4 INVOICES (Claims):
 - 3.4.1 The Contractor shall submit an electronic detailed invoice for the net cost of managed behavioral health claims before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract serial number

- Invoice number and date
- Payment terms
- Date of service
- Quantity
- Description of claim (Standard Diagnostic Code)
- Pricing per claim (net)
- Extended price
- Total Amount Due

3.4.2 Problems regarding billing or invoicing shall be directed to the County's Benefit Finance Manager.

3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.4.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B" (General Scope of Services) and Exhibit B-1 (ASO services for Behavioral Health) or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions

or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to indemnification or other recourse under the Contract

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Contactor shall be solely responsible for the deductible and/or self-insured retention.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Professional Liability Insurance.

Contractor shall maintain Professional Liability insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim. In addition, Contractor shall require its network providers to maintain Professional Liability insurance, with limits of liability of no less than \$1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County as soon as practical prior to the expiration date but no later than ten business days following expiration.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Magellan Behavioral Health, Inc.
Attn: Legal Department
14100 Magellan Plaza Drive Maryland Heights, Missouri 63043

6.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum).

6.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.6 TERMINATION FOR DEFAULT:

6.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect,

an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.10 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.13 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.13.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.13.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.15 ALTERNATIVE DISPUTE RESOLUTION:

6.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.15.2 Render a decision;

6.15.3 Notify the parties that the exhibits are available for retrieval; and

6.15.4 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.15.4.1 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.15.4.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 CONTRACTOR LICENSE REQUIREMENT:

6.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of

Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

- 6.21.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.22.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.22.3 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.22.4 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.22.5 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.22.5.1 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.22.5.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.23 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these services with the same volumes.

6.24 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.25 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.27.1 Exhibit A, Pricing;
- 6.27.2 Exhibit B, (General Scope of Work);
- 6.27.3 Exhibit B-1 (ASO Services for Behavioral Health)
- 6.27.4 Exhibit C (Contactors Response to RFP, Attachment D)
- 6.27.5 Exhibit D (HIPAA Agreement)

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Elizabeth Sanford SVP, Sales & Acct Mgt

PRINTED NAME AND TITLE

199 Pomeroy Rd Parsippany, NJ 07054

ADDRESS

6-14-12

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

JUL 10 2012

DATE

ATTESTED:

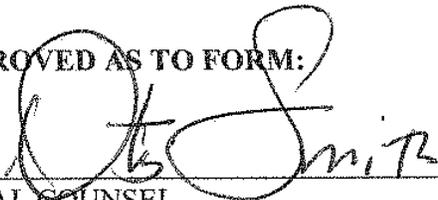


CLERK OF THE BOARD 06 2012

JUL 10 2012

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

7/5/12

DATE

**EXHIBIT A
PRICING**

SERIAL 11146-RFP NIGP CODE 94879. 952-62, 958-56

PRICING SHEET

BIDDER NAME:	<u>Magellan Behavioral Health, Inc.</u>
VENDOR #:	<u>W00006227 (from previous RFP)</u>
BIDDER ADDRESS:	<u>6950 Columbia Gateway Drive, Columbia, MD 21046</u>
P.O. ADDRESS:	<u></u>
BIDDER PHONE #:	<u>214-692-3846</u>
BIDDER FAX #:	<u>214-692-3864</u>
COMPANY WEB SITE:	<u>www.magellanhealth.com</u>
COMPANY CONTACT (REP):	<u>William deHaas</u>
E-MAIL ADDRESS (REP):	<u>wfdehaas@magellanhealth.com</u>

PAYMENT TERMS: NET 10

NET 10, After End of Month

1.0 PRICING: ASO ¹

1.1 BEHAVIORAL HEALTH (SELF INSURED) *

INCLUDES CLAIMS PROCESSING AND NETWORK ACCESS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1.1.1 PER EMPLOYEE PER MONTH	\$2.72	\$2.83	\$2.94	\$3.06	\$3.18
	RATE CAP	RATE CAP	RATE CAP	RATE CAP	RATE CAP
	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
1.1.2 PER EMPLOYEE PER MONTH	4%	4%	4%	4%	4%

2.0 EMPLOYEE ASSISTANCE SERVICES (FULLY INSURED) *

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2.1 PER EMPLOYEE PER MONTH	\$2.43	\$2.50	\$2.58	\$2.66	\$2.73
	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
2.2 PER EMPLOYEE PER MONTH	3%	3%	3%	3%	3%

Magellan’s EAP pricing is based upon Maricopa County’s historical/current utilization trend which has been running significantly above industry averages and Magellan’s BOB. Should the County’s annual face to face EAP utilization rate fall below 4.5% in any given year of the contract, Magellan will decrease the PEPM rate for the following year in accordance with our standard underwriting practices.

**3.0 GUARANTEED OVERALL NETWORK DISCOUNT
(BEHAVIORAL HEALTH, BASED ON STANDARD DIAGNOSTIC
CODES)**

40% discount off provider charges

Note: ASO Pricing assumes that the vendor will charge a fee per covered employee for claims administration, network and that the County will pay actual claims as they emerge. It also assumes that the vendor will include the network of providers designed and managed by the same vendor.

*** Includes employee and all eligible dependents**

3.1 PPACA IRO/external review \$400 NOT TO EXCEED PER REVIEW EACH CSE PRICE WILL BE NEGOTIATED AS THEY ARISE

EXHIBIT B**GENERAL SCOPE OF SERVICES****EMPLOYEE BEHAVIORAL HEALTH AND EAP SERVICES****1.0 INTENT:**

The purpose of this contract is to provide an integrated behavioral health/substance abuse benefit that also provides employee assistance program (EAP) services to Maricopa County (the County) employees and dependents. Comprehensive services to assist Maricopa County with substance abuse prevention and education, policy and procedure development, treatment, and compliance with Department of Transportation (DOT) regulations are also required..

In addition to providing seamless services between EAP and behavioral health, the behavioral health/substance abuse benefit and EAP services contractor must coordinate services and share data with other contractors with whom the County contracts for medical, pharmacy, and short-term disability benefits. For all services, the contractor must provide easy access to the right care, at the right place of service, and with the right practitioner with consideration to licensure and clinical specialization, language capabilities and cultural competencies, geographic location and appointment availability

2.0 SCOPE OF WORK:**2.1 BEHAVIORAL HEALTH AND SUBSTANCE ABUSE BENEFITS (Self Insured)****2.1.1 BENEFITS**

2.1.1.1 The Behavioral Health Benefits shall be self insured by the County (the County shall be responsible for the cost of the claims). The Contractor is expected to provide Administrative Services Only (ASO) for the County. They include but are not limited to Program Administration, Claims Processing, Cost Containment, Coordination with other County Contractors (i.e. Disability Administrator) and providing a Professional Network of providers.

2.1.1.2 The behavioral health/substance abuse benefit is a confidential service to help benefits-eligible employees and their covered dependents support and maintain their emotional well being. Services covered under this benefit are for problems that are more complex than routine EAP issues. These services help the participant deal with a wide range of issues, including but not limited to depression, severe stress and anxiety, alcohol or drug dependency, eating disorders, grief and loss, anger management, financial worries, and compulsive gambling. Through these services, the participant receives confidential face-to-face counseling when experiencing a personal challenge. **The County has elected to exercise the option for non-federal governmental employers to opt out of the Mental Health Parity and Addiction Equity Act (MHPAEA).**

2.1.1.3 The County's Summary Plan Design (SPD) is attached as Exhibit 4. The only services available out-of-network are individual and group therapy visits. All in-network services must be authorized by the contractor. Out-of-network services do not require authorization.

2.1.1.4 The behavioral health/substance abuse benefit contractor must also coordinate case management services with the Short-Term Disability contractor to ensure that an appropriate mental health provider treats employees out on short-term disability with a mental health diagnosis. The behavioral health contractor must also provide disability assessments and case management of such individuals with specific emphasis on returning the employee to work as soon as possible. Such assessments and case management may include input from the employee's manager, if the short-term disability is due to or complicated by work-related

issues. The contractor must also coordinate with the short-term disability contractor to provide outreach to individuals receiving short-term disability who are potentially undiagnosed with anxiety, depression, psychosocial stress or other behavioral health conditions.

- 2.1.1.5 Additionally, the contractor must coordinate services and share data with other contractors with whom the County contracts for medical, pharmacy, and short-term disability benefits.

2.2 EMPLOYEE ASSISTANCE SERVICES (FULLY INSURED):

2.2.1 BENEFITS:

2.2.1.1 The EAP is a confidential service providing short-term assistance to all employees (regardless of benefit eligibility) and their dependents. The EAP helps individuals manage personal, non-clinical problems (such as mounting credit card debt, divorce and child custody matters, and shelter from abusive relationships), as well as clinical issues. The EAP helps maintain emotional well being, while helping the County address employee emotional issues early on, before they manifest into disruptions in the workplace. The EAP deals with a spectrum of emotional issues that affect employees, from relationships (family and marital concerns) to stress, job-related matters, legal and financial issues, chemical and alcohol dependency and anxiety. EAP is also a critical management tool for the County, providing assistance in areas such as workplace violence and trauma, critical incident stress debriefings and management consultation. The EAP also assists with mandatory referrals for employees and provides a substance abuse professional for those employees in safety sensitive positions such as employees who use a commercial driver's license (CDL) as part of their job. Through these services, the participant receives confidential face-to-face or telephonic counseling when experiencing a personal challenge.

2.2.1.2 These services must include the following:

2.2.1.2.1 Up to 8 free individual solution-focused short-term counseling sessions for all employees and their dependents, per issue per year; assessment and referral to network providers or community social services resources;

2.2.1.2.2 24/7 crisis and trauma intervention, 24/7 critical incident stress debriefing with on-site resources available within no more than 2 hours; homicidal/suicidal risk assessment; emergency triage; a dedicated toll free telephone number;

2.2.1.2.3 Development and training programs for employees and management; supervisory, management, and organizational consultations; legal and financial services; and DOT services.

2.2.1.3 The EAP services contractor must also coordinate case management services with the Short-Term Disability contractor to ensure that an appropriate mental health provider treats employees out on short-term disability with a mental health diagnosis.

2.3 TIMELY DELIVERY OF SERVICE

2.3.1 The contractor must provide timely delivery of services by providing a toll free telephone number, staffed telephone coverage 24 hours per day, 7 days per week for all services including initial assessment referral, emergency phone consultations, on-call services,

urgent, routine care and Management Consultation (EAP). Telephone calls must be answered with an average answer speed of 30 seconds or less.

2.3.2 Appointments must be scheduled with an appropriate provider located within 10 miles or 30 minutes of the metropolitan area or within 30 miles or 45 minutes of the rural area where the member lives, and within 2 days for urgent care and 5 working days for routine care. Additionally, the contractor must respond to emergency crisis/trauma calls within 30 minutes of telephone contact and have face-to-face contact within 24 hours.

2.3.3 The contractor must provide a professionally trained and skilled critical incident stress debriefing team 7 days per week, 24 hours per day to provide onsite resources within 2 hours when requested by the County.

2.4 INITIAL CONTACT AND PROBLEM ASSESSMENT:

2.4.1 The contractor shall assess and determine the extent and nature of the behavioral problem. The contractor will either schedule additional sessions or triage services to the appropriate level of care and/or the appropriate community resource. The assessment may include if appropriate, a psychological and/or chemical dependency evaluation.

2.4.2 The contractor will have a formal intake process, which may include providing the client with assessment instruments, client rights, grievance procedures, confidentiality policy and intake forms. The provider must accommodate initial intake appointments during the day, evening and weekends.

2.4.3 Security provisions will be provided, i.e. non-public entrances and/or waiting rooms for "high profile" clients, for example; judges and law enforcement personnel, who require anonymity from constituents and/or clients,.

2.5 COST CONTAINMENT:

2.5.1 The contractor will be expected to provide assistance to client's at the most appropriate level of care by assessing the presenting problem and triaging to the appropriate service or benefit. The contractor will be expected to use methodologies, which will ensure that the client's issues can be resolved in 8 EAP sessions when this level of care has been determined to be most appropriate. Quality of care will be maintained by ensuring that those clients with severe or specialized needs who require care at a higher level are referred to a mental health provider through the behavioral health/substance abuse benefit.

2.5.2 The responsibility of the contractor will be to control costs to both the employee and the plan without sacrificing quality of care or successful outcomes. Quality of care will be measured by customer satisfaction ratings, which must include questions regarding the quality of care and service received from the provider, whether the presenting problem was resolved and also through other industry acceptable measures, such as health plan employer data and information. Outcomes will be measured and reported by the contractor who must use testing instruments to measure the client's symptoms prior to and after intervention. Follow-up surveys will be provided to self-referred and supervisory referred employees after 30 days and again after 6 months to determine if interventions were successfully implemented. If the employee is a supervisory referral, a follow-up survey will be issued to supervisors (following release of information from employee) after 30 days and 6 months to determine positive changes in work situation.

2.6 SERVICES:

2.6.1 The contractor must have a procedure for informing established employees as well as new hires of the services provided and how to access services. This would include informational materials, payroll stuffers, videos, brochures, posters and live presentations. Additionally, the contractor must provide communication pieces that

compliment the health initiatives identified by the County for high utilization of services/conditions.

- 2.6.2 The County requires the contractor to provide specific communication pieces for the Benefits Web site so that employees will be able to access information about services and support available through the EAP and behavioral health/substance abuse benefits.
- 2.6.3 A one-time orientation to Directors, managers and supervisors may be required as well as providing ongoing information at new hire orientations.
- 2.6.4 The contractor must be willing to present information to employee/manager forums about all the services available through this benefit.
- 2.6.5 The contractor will provide presentations, as well as coordinated training, that complies with the Drug Free Workplace Act of 1988 and CDL requirements. Staff must have experience and training in delivering and facilitating training and education programs which deal with mental health, health related and supervisory issues.
- 2.6.6 There are employees that hold commercial drivers licenses (CDL) in Maricopa County. A minimum of 15 training sessions are given per year with a group size ranging from 5-20 individuals. The contractor's involvement in this training consists of a 20-30 minute presentation of services available to employees. Additionally the contractor will deliver a minimum of twelve, 1-8 hour trainings a year on topics dealing with mental health, health related and supervisory issues up to the number of hours of training.

2.7 PROVIDER CAPABILITIES:

- 2.7.1 Providers must be educated, trained, credentialed by the State of Arizona, and capable of identifying and handling a variety of psychological, behavioral, substance abuse and work related issues. The contractor must have a network of trained and qualified personnel experienced in providing critical incident stress debriefing and trauma intervention for the wide range of departments in Maricopa County including law enforcement and health care personnel. The contractor must also have providers within its network with the ability to perform lethality (**employee and dependents**) assessments and handle work place violence issues.
- 2.7.2 The contractor must have male and female clinical staff members with a minimum of one Spanish speaking employee and translation services for clients who are non-English or non-Spanish speaking. There must be at least one staff member who is a psychologist certified by the State of Arizona to provide evaluation and counseling for the County population and to serve as a clinical supervisor to staff, and a minimum of two alcohol and drug counselors certified by the State of Arizona. One counselor who is familiar with law enforcement organizations and their issues is preferred. These positions may be Contractor employees or sub-contractors and should be identified as such in the proposal.
- 2.7.3 All facilities must meet Americans with Disabilities Act (ADA) requirements and guidelines, including access to a TTY (Telephone Text) for the hearing impaired or providing translation services.
- 2.7.4 The contractor will conduct regular case review staffing as well as clinical supervision of the respective cases based on the severity of the case and/or situation. Assessments must occur on a regular basis with staff to provide feedback on the effectiveness of their performance and of the program.
- 2.7.5 The contractor will keep its staff members current on new and on-going information regarding issues and/or topics of concern related to the organizations it serves.
- 2.7.6 Telephone calls to the EAP must be answered by live counselors who have master's degrees in social work or psychology and are Certified Employee Assistance

Professionals (CEAP) or CEAP-eligible with an average of five years of EAP experience. The counselors must be skilled at making the member feel comfortable, assessing risk, and helping the member take the most appropriate next step toward problem resolution. The counselor's approach must be to listen and identify any underlying problems and to offer comprehensive solutions. When it is clear that mental health outpatient treatment or a more intensive level of care is appropriate, the counselor with clinical expertise will authorize care under the mental health benefit in a seamless procedure that is invisible to the member.

2.8 REPORTING REQUIREMENTS:

- 2.8.1 An audited annual report must be provided each year 6/1/13 through 6/30/16. The contractor must be financially solvent as demonstrated by audited annual reports that include financial statements for the past three calendar years.
- 2.8.2 The contractor must conduct and provide a SAS 70/SSAE 16 audit report of their claims payment system at least annually to support the County's annual external audit.
- 2.8.3 Report data must be provided electronically in Excel compatible format to allow Maricopa County to filter the data. Reports must be accessible to the County through a secure Web site.
- 2.8.4 The provider shall furnish electronic quarterly and annual utilization reports for each program (behavioral health/substance abuse and EAP) by County Department (unless the size of the department is less than 50) with summary-level statistical EAP utilization Behavioral Health claims data on employee/dependent utilization, demographics, diagnosis, and type and number of services (inpatient, outpatient counseling, etc.). Reports must contain an analysis of the utilization comparing utilization to the contractor's book of business and to the applicable County department's industry, outcome measures, effectiveness of treatment type, cost savings and quality assurance of services. Reports must also contain suggestions for actions the County can take to tackle any trend identified in the utilization and to improve the overall mental health of its employees.
- 2.8.5 In order to provide the level of reporting required, the contractor must be able to accept and store enrollment and claims data (**tape**) according to the following account structure:
 - Level 1 Group
 - Level 2 Eligibility Type for each sub-group (active, COBRA, and retirees)
- 2.8.6 The contractor must track retiree experience in separate sub-groups from active employees and must not blend premium rates with those of active employee rates. Retiree sub-groups are Over 65 and Under 65.
- 2.8.7 The contractor must track active employee experience in separate sub-groups. .

2.9 CONTRACT REQUIREMENTS:

- 2.9.1 Written seven-month notification of the final renewal rate change will be given prior to the anniversary dates for years four through six, and will include supporting documentation.
- 2.9.2 The County will self-administer premiums.
- 2.9.3 The contractor must track claims experience and provide such experience to the County in conjunction with renewals past the initial contract year.
- 2.9.4 The contractor must provide a minimum of 12 months of historical data upon termination of the contract at no additional cost.

- 2.9.5 The contractor must provide claims payment services for 12 months upon termination of the contract at no additional cost.
- 2.9.6 The County may correct legitimate administrative errors and is the final determinant when such errors have occurred. No evidence of insurability will be required. The County shall be the final determinant for all eligibility issues.
- 2.9.7 The contract's rate change date and anniversary will fall on July 1st. All contract or benefit changes will only occur on this date unless previously agreed to in writing by all parties. The County reserves the right to annually change benefit designs it considers in its best interest.
- 2.9.8 The County maintains the right to cancel the contract of a contractor at any time, if there is a significant change, in the County's opinion, in the contractor's operation of the plan. Such operational issues include but are not limited to, adequacy of the provider network, satisfaction with customer service, quality of the plan services, timeliness of claims payment and satisfaction by the County's employees.
- 2.9.9 The contractor shall be responsible for drafting, producing and distributing, subject to County review and approval, all communication materials, and administrative forms to be available on-line. Contractor will timely review all plan summaries at County request.
- 2.9.10 The contractor shall provide each participant using services with a satisfaction survey, which will determine satisfaction level with customer services, the network, the counselor, the quality of services and satisfaction with the benefits. The results of these surveys shall be reported to the County as required in the Reporting Section.
- 2.9.11 The claims administrator must verify eligibility for coverage under each benefit. County will provide an eligibility list at least monthly.
- 2.9.12 The contractor must provide experience to the County in conjunction with any renewals past the initial contract year.
- 2.9.13 Select County personnel will have the option of contacting the contractor directly or may refer the employee to a provider in a pre-selected core group established by the contractor.
- 2.9.14 The contractor must provide run out services for claims for 12 months from the end of the contract.
- 2.9.15 No minimum participation requirements will be allowed. Rates must be guaranteed unless the active enrollment level changes by more than 20% based on open enrollment data.
- 2.9.16 The contractor shall provide a full annual accounting within six months of the end of the policy year, to include without limitation paid and pending claims, claims in appeal status.
- 2.9.17 Eligibility for active employees and retirees will be provided electronically via ADP (version 8.8 or higher). The contractor must be able to accept and process such file in a mutually agreed upon format within 48 hours of receipt. Contractor must also be able to generate an electronic exception report for the County within five working days from applying the data from each file.
- 2.9.18 Eligibility and enrollment information and premium payments for COBRA participants will be provided by the County's COBRA Administrator (ADP).
- 2.9.19 The contractor may subcontract certain aspects of the contract, but shall be responsible for overall performance. The contractor is responsible for disclosing and notifying the

County of any significant changes in such relationships as soon as practical without jeopardizing ongoing negotiations.

- 2.9.20 The County reserves the right to audit the contractor's claim processing, payments and membership records, with reasonable notice.
- 2.9.21 The contractor acknowledges the County's right to select the auditor, and further agrees to allow the auditor to determine the sample, cooperate fully with such auditor and waive any and all fees associated with providing access to the County's claim records including use of the contractor's staff time to assist in the audit. The audits may include, but is not be limited to, the following:
 - 2.9.21.1 Determinations of any mathematical errors in computation.
 - 2.9.21.2 Determinations that only eligible insured's have had claims paid.
 - 2.9.21.3 Review of inpatient and outpatient hospital, laboratory, physician and other provider charges per service.
 - 2.9.21.4 Review of turnaround time in claim processing.
 - 2.9.21.5 Review of duplicate, denied claims and claims in appeal status.
 - 2.9.21.6 The audits may be conducted during the policy period and/or upon completion of the policy period and/or following submission of the final policy report by the contractor at the discretion of the County.
- 2.9.22 Additionally, the contractor may be requested to provide periodic eligibility lists or tapes to the County at no charge in order to reconcile participants' eligibility.
- 2.9.23 If, at any time, the County has a reasonable belief that it is being systematically overcharged or double-billed under the contract, or that any other significant accounting irregularities exist, the County may conduct or hire an agent to conduct an audit of the Contractor's books and records with respect to this Contract. Such audit shall be undertaken at Contractor's expense.
- 2.9.24 The contractor shall agree to provide personnel to attend scheduled open enrollment meetings at no charge, at the County's request.
- 2.9.25 The contractor will implement services to Maricopa County in a timely fashion and will be measured using the following operational milestones which must be included on their implementation work plan and will put a certain portion of their reimbursement at risk for failure to complete such tasks by the effective date of the contract (unless the effective date is less than 60 days after award):
 - 2.9.25.1 Setting up the eligibility data (subscriber, effective dates, etc.)
 - 2.9.25.2 Setting up the active employer group, the active retiree and retiree subgroups and COBRA subgroups
 - 2.9.25.3 Setting up the benefit plans and corresponding benefit terms
 - 2.9.25.4 Setting up the provider contracts, corresponding contract terms and network relationships
 - 2.9.25.5 Correctly identifying services that need to be pre-authorized/pre-certified
 - 2.9.25.6 Establishing the claims edits or business rules
 - 2.9.25.7 Transition/coordination of care issues/procedures are provided and implemented correctly
 - 2.9.25.8 Accurately paying in-network and out-of-network claims
 - 2.9.25.9 Premium billing is correctly calculated with and without retroactivity
 - 2.9.25.10 Accurate member correspondence, ID Cards, EOBs, Provider Remittances and Reports

2.10 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.11 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.12 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

EXHIBIT B-1**ADMINISTRATIVE SERVICES, BEHAVIORAL HEALTH****1.0 DEFINITIONS**

- 1.1 **Behavioral Health Condition**: a nervous, mental, or substance abuse condition that: (a) is a clinically significant behavioral or psychological syndrome or pattern; (b) is associated with present distress or substantial or material impairment of the patient's ability to function in one or more major life activities (for example, employment); (c) is not merely an expectable response to a particular event (for example, the death of a loved one); and (d) is listed as an Axis I disorder, other than a V Code of the DSM-IV, or its replacement.
- 1.2 **Behavioral Health Service**: psychiatric or other mental health service to identify or treat a Behavioral Health Condition.
- 1.3 **Covered Dependent**: an individual whose relationship to an Employee is the basis for the individual's eligibility to enroll in the Group Health Plan and who is so enrolled.
- 1.4 **Covered Services**: Medically Necessary Behavioral Health Services that are covered medical expenses under the Group Health Plan.
- 1.5 **Emergency Treatment**: Covered Services to treat sudden, unexpected acute symptoms of mental illness or substance abuse of sufficient severity such that a Member who possesses an average knowledge of health and medicine could reasonably expect that the absence of immediate medical attention would result in serious injury to life or limb and/or immediate jeopardy to the Member's health.
- 1.6 **Employee**: an individual whose employment or other status (e.g., retiree, beneficiary under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended), other than family relationship to another individual, is the basis for the individual's eligibility to enroll in the Group Health Plan and who is enrolled in accordance with the eligibility standards of the Group Health Plan.
- 1.7 **Group Health Plan**: the group health plan maintained by County for its employees and their eligible dependents to provide benefits for diseases and conditions.
- 1.8 **Medical Necessity or Medically Necessary**: a determination in the judgment of Magellan that a particular Behavioral Health Service meets the criteria for medical necessity set forth in the Group Health Plan, or in the absence of such criteria, meets all of the following: (a) the service is consistent with the diagnosis and treatment of a Behavioral Health Condition; (b) the service is provided in accordance with generally accepted standards of behavioral health professional practice; (c) the service is required for other than the convenience of the Member, the Member's family or the Provider; and, (d) the type, level and length of services are needed to provide safe and adequate care and are reasonably likely to improve the Member's condition and not merely maintain the current level of functioning. For inpatient stays, this means that the Member's symptoms or condition require(s) that the Member cannot receive safe and adequate care as an outpatient or in another less intensive setting.
- 1.9 **Member**: an Employee or a Covered Dependent.
- 1.10 **Participating Provider**: a Provider that contracts with Magellan to deliver Behavioral Health Services to members of group health plans for which Magellan provides services.
- 1.11 **Provider**: a health care provider as defined in the Group Health Plan or, in the absence of a definition in the Group Health Plan, a psychiatrist, psychologist, licensed chemical dependency therapist, licensed psychiatric nurse, social worker (licensed or accredited by the Academy of Clinical Social Workers), licensed marriage, family and child counselor or a facility, licensed or certified under the laws of the state in which services are rendered.

1.12 **Services:** the services described in Exhibit B and this Exhibit B-1.

2.0 **OBLIGATIONS OF COUNTY**

2.1 **County Cooperation.** County agrees to cooperate with Magellan to facilitate Magellan's performance of the Services by promptly funding the claims fund from which claims are paid on County's behalf by Magellan and by furnishing, or causing to be furnished, accurate enrollment and Member eligibility data, information for coordination of benefits, and other necessary information on a timely basis in a form and manner reasonably specified by Magellan. Magellan shall not be responsible for any delay or failure in the performance of its duties under this Agreement to the extent that such delay or failure arises from the failure of County to promptly fund the claims fund or provide Magellan with requisite information on a timely basis.

2.2 **Plan Design.** On or before the Effective Date, County shall furnish Magellan with a copy of its Group Health Plan document and any other documents explaining its arrangement with and benefits provided to Members. County shall promptly notify Magellan of any changes in the Group Health Plan or its arrangements with Members. Unless specifically incorporated herein, such plan document or arrangement shall not become part of this Agreement.

2.3 **Mixed Services Protocols.** County agrees to cooperate with Magellan and to obtain the cooperation of its medical health services insurer(s) and/or vendor(s) in distinguishing covered medical services and covered Behavioral Health Services and in agreeing to reasonable mixed services protocols.

2.4 **Deference to Clinical Decision making.** County agrees that it will defer to Magellan's judgment that a particular Behavioral Health Service is Medically Necessary and further agrees that all Medical Necessity determinations, including determinations on appeal, will be made on the basis of the Medical Necessity criteria as defined in this Exhibit B-1. County agrees to refrain from intervening in any way with treatment being delivered by Participating Providers.

2.5 **Distribution of Information to Members.** County shall inform Members about the managed behavioral care plan and their eligibility for Covered Services, including without limitation, information on any copayment, coinsurance, deductibles, or premiums payable by Members, conditions of eligibility, precertification requirements, and continuation coverage. County shall distribute identification cards to Employees that identify Magellan as County's Behavioral Health Service benefit administrator.

2.6 **Magellan and Providers.** Magellan and County agree that Magellan and all Providers are independent contractors with respect to the Services performed under the Contract and, except as otherwise specifically provided in the Contract, (a) no Provider is the agent of Magellan or County nor is any Provider authorized to act on behalf of Magellan or County in any manner and (b) all such Providers shall be solely responsible for their assessments and treatment decisions.

2.7 **Extra-contractual Benefits.** Magellan will not pay or adjudicate any claim for benefits on an extra-contractual basis. If, however, County or any agent of vendor on behalf of County assumes a duty with respect to any claim or appeal, whether delegated to Magellan or not, then Magellan will not have any fiduciary duty or discretionary authority with respect to such claim or appeal and County will be deemed to have such fiduciary duties and discretionary authority and will be solely liable for such claim.

3.0 **SERVICES:**

Magellan will provide the Services to County and County's Employees and Covered Dependents within the United States, which shall consist of the following:

3.1 **Provider Network**
Magellan shall maintain a network of Participating Providers to provide Covered Services to Members. The network shall include the full continuum of care, including inpatient facilities,

alternate levels of care, and outpatient services. The number and type of professional disciplines of Participating Providers shall be sufficient to afford to each Member a choice of Participating Providers, as clinically appropriate, provided, however, the parties acknowledge that for Members in communities that are not major metropolitan areas, it is possible that the choice of Participating Providers and/or the convenience to Members may be limited due to the lower concentration of Providers in such areas. All Participating Providers will be credentialed in accordance with Magellan's credentialing policies and practices, which will at all times meet or exceed the standards promulgated by the National Committee for Quality Assurance for Managed Behavioral Healthcare Organizations.

- 3.2 **Access to Services - General.** Members may contact Magellan through a dedicated toll-free telephone number twenty-four (24) hours per day, seven (7) days per week, to request emergency assistance, access to treatment, information on the identity and location of Participating Providers, or a determination of Medical Necessity. When a Member calls to request access to treatment, Magellan shall telephonically verify Member eligibility for Behavioral Health Services, determine the appropriate type of treatment, and as clinically appropriate, refer the Member to a Participating Provider.
- 3.3 **Emergency Access.** Except as otherwise described in this section, Members shall call Magellan at the toll-free number prior to obtaining Emergency Treatment. As clinically appropriate, Magellan will refer the Member to a Participating Provider for Emergency Treatment or to a Participating Provider to initiate non-emergency treatment. If the Member's condition does not reasonably permit telephone contact with Magellan in advance of obtaining Emergency Treatment, the Member may obtain Emergency Treatment from any qualified, licensed Provider, provided, however, that the Member contacts Magellan promptly after Emergency Treatment is sought. Except where the Group Health Plan specifies a different time, such contact must occur within twenty-four (24) hours after Emergency Treatment is first sought, unless due to the Member's incapacity it was not reasonably possible to communicate with Magellan within that time, in which case, contact shall be initiated as soon as reasonably possible after the Member regains capacity.
- 3.4 **Utilization Management.** Magellan shall maintain a utilization management program, in its sole and absolute discretion, for the purpose of assessing whether Behavioral Health Services are Medically Necessary and appropriate. The utilization management program will include, as appropriate, pre-admission certification, concurrent review certification, and case management. Magellan will furnish Members notice of its determinations in accordance with all applicable Group Health Plan requirements.
- 3.5 **Claims Administration and Funding** To assist County in administering the Group Health Plan, Magellan agrees to process claims for Covered Services rendered by Participating Providers and non-Participating Providers and to pay such claims as directed by County. Magellan will maintain a bank account from which Magellan will pay approved claims. On no less than a weekly basis, Magellan will notify County of the claims ready for disbursement, and County will wire or cause to be wired to the bank account an amount sufficient to cover all of such claims. Magellan shall have no obligation to disburse any claim payments until Sponsor has wired the necessary funding for such claims.
- 3.6 **Claims Run-Out Services.** Magellan shall perform the claims administration services described in this section for a period of twelve (12) months after the termination of the Agreement at no additional charge to the County for those Covered Services provided to Members during the term of this Agreement. Magellan will continue to perform such claims administration services after expiration of the twelve (12) month period at the request of the County and for a Supplemental Fee at the rate indicated on the Fee Schedule.
- 3.7 **Appeals.** Magellan shall maintain a process for the review and appeal of Medical Necessity and appropriateness determinations and claims administration in compliance with applicable law, including without limitation, the Patient Protection and Affordable Care Act (PPACA), as those laws change from time-to-time by promulgation of regulations, the publication of any interpretive policy, guidance, or opinion of any governmental agency charged with the enforcement of such

laws and regulations, or the publication of any applicable court decision. For each adverse benefit determination referred to an Independent Review Organization for external review in accordance with PPACA, County agrees to pay Magellan a supplemental fee at the rate set forth on Exhibit A . Magellan shall review and process appeals after termination of the Agreement at no additional charge to County for those appeals filed within twelve (12) months of the effective date of termination.

3.8 **Program Evaluation**

3.8.1 **Records and Reporting.** Magellan will maintain records of Services provided under this Agreement for a period of seven (7) years or such longer period as may be required by law. Subject to the restrictions of Section 7.2 of this Agreement, Magellan will provide the County with statistical reports on a quarterly basis of Member utilization of Covered Services, including identification of costs by general diagnostic categories, by gender, and by age groups. Upon request, Magellan will provide customized reports exclusively designed for the County for an additional fee to be mutually agreed upon by the parties hereto. All reports will reflect aggregate data and will not include Member-identifiable information.

3.8.2 **User Evaluation.** Members who use Magellan's utilization management services will be afforded an opportunity to evaluate anonymously such services.

3.9 **Magellan Web Site.** Members may access Magellan's Web site to obtain their respective claims history and the status of any pending claims, view a directory of Participating Providers, obtain information on wellness subjects and general health topics, and access interactive self-improvement programs and self-assessment tools.

EXHIBIT D

MAGELLAN RESPONSE

1.1	BEHAVIORAL HEALTH AND SUBSTANCE ABUSE BENEFITS (Self Insured)
1.1.1	PROPOSED BENEFITS
1.1.1.1	The Behavioral Health Benefits shall be self insured by the County (the County shall be responsible for the cost of the claim). The Contractor is expected to provide Administrative Services Only (ASO) for the County. They include but are not limited to Program Administration, Claims Processing, Cost Containment, Coordination with other County Contractors (i.e. Disability Administrator) and providing a Professional Network of providers.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.1.1.2	The behavioral health/substance abuse benefit is a confidential service to help benefit-eligible employees and their covered dependents support and maintain their emotional well being. Services covered under this benefit are for problems that are more complex than routine EAP issues. These services help the participant deal with a wide range of issues, including but not limited to depression, severe stress and anxiety, alcohol or drug dependency, eating disorders, grief and loss, anger management, financial worries, and compulsive gambling. Through these services, the participant receives confidential face-to-face counseling when experiencing a personal challenge. The County has elected to exercise the option for non-federal governmental employers to opt out of the Mental Health Parity and Addiction Equity Act (MHPAEA).
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.1.1.3	The County's Summary Plan Design (SPD) is attached as Exhibit 4. The only services available out-of-network are individual and group therapy visits. All in-network services must be authorized by the contractor. Out-of-network services do not require authorization.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.1.1.4	The behavioral health/substance abuse benefit must also coordinate case management services with the Short-Term Disability Program contractor to ensure that an appropriate mental health provider treats applicants for short-term disability with a mental health diagnosis. The behavioral health contractor must also provide disability assessments and case management of such individuals with specific emphasis on returning the employee to work as soon as possible. Such assessments and case management must include input from the employee's manager, if the short-term disability is due to or complicated by work-related issues. The contractor must also coordinate with the short-term disability contractor to provide outreach to individuals receiving short-term disability who are potentially undiagnosed with anxiety, depression, psychosocial stress or other behavioral health conditions.

	Vendor Response
	Magellan agrees to coordinate case management services with the Short-Term Disability Program contractor as stated. At the close of 2011 Magellan was providing disability case management for 78 active cases (40 of these cases were opened in 2011). Details regarding Magellan’s disability assessments, case management, and outreach services are provided in response to Attachment E, Question 2.4.3.
	1.1.1.5 Additionally, the contractor must coordinate services and share data with other contractors with whom the County contracts for medical, pharmacy, and short-term disability benefits.
	Vendor Response
	Magellan agrees to coordinate services and share data with other contractors as stated. As described in detail in response to Attachment E, Question 2.2.9, Magellan is highly experienced in coordinating with Maricopa County’s other vendor partners including CIGNA, Sedgwick, ADP, and Catalyst Rx.
1.2	EMPLOYEE ASSISTANCE SERVICES (FULLY INSURED):
	Vendor Response
	1.2.1 PROPOSED BENEFITS:
	1.2.1.1 The EAP is a confidential service providing short-term assistance to all employees (regardless of benefit eligibility) and their dependents. The EAP helps individuals manage personal, non-clinical problems (such as mounting credit card debt, divorce and child custody matters, and shelter from abusive relationships).as well as clinical issues. The EAP helps maintain their emotional well being, while helping the County address employee emotional issues early on, before they manifest into disruptions in the workplace. The EAP deals with a spectrum of emotional issues that affect employees, from relationships (family and marital concerns) to stress, job-related matters, legal and financial issues, chemical and alcohol dependency and anxiety. EAP is also a critical management tool for the County, providing assistance in areas such as workplace violence and trauma, critical incident stress debriefings and management consultation. The EAP also assists with mandatory referrals for employees and provides a substance abuse professional for those employees in safety sensitive positions such as employees who use a commercial driver’s license (CDL) as part of their job. Through these services, the participant receives confidential face-to-face or telephonic counseling when experiencing a personal challenge.
	Vendor Response
	1.2.1.2 These services must include the following:
	1.2.1.2.1 Up to 8 free individual solution-focused short-term counseling sessions for all employees and their dependents, per issue per year; assessment and referral to network providers or community social services resources;
	Vendor Response
	Magellan agrees to adhere to this requirement.

	<p>1.2.1.2.2 24/7 crisis and trauma intervention, 24/7 critical incident stress debriefing with on-site resources available within no more than 2 hours; homicidal/suicidal risk assessment; emergency triage; a dedicated toll free telephone number;</p>
	<p>Vendor Response</p>
	<p>As described in response to Attachment E, Question 2.2.10, Magellan will continue to provide 24/7 crisis and trauma intervention, 24/7 critical incident stress debriefing with on-site resources available within no more than 2 hours; homicidal/suicidal risk assessment; emergency triage; and a dedicated toll free telephone number which will remain the same: 1-888-213-5125</p>
	<p>1.2.1.2.3 Development and training programs for employees and management; supervisory, management, and organizational consultations; legal and financial services; and DOT services.</p>
	<p>Vendor Response</p>
	<p>Magellan will continue the development and training programs for employees and management; supervisory, management, and organizational consultations as described in detail in response to Attachment E, Question 2.4.1; legal and financial services (including the recently launched My Secure Advantage financial coaching program) as described in response to Attachment E, Question 2.1.4. and DOT services as described in response to Attachment E, Question 2.2.7.</p>
	<p>1.2.1.3 The EAP services must also coordinate case management services with the Short-Term Disability Program contractor to ensure that an appropriate mental health provider treats applicants for short-term disability with a mental health diagnosis.</p>
	<p>Vendor Response</p>
	<p>Magellan agrees to adhere to this requirement. Details regarding Magellan's disability assessments, case management, and outreach services are provided in response to Attachment E, Question 2.4.3.</p>
<p>1.3</p>	<p>TIMELY DELIVERY OF SERVICE</p>
	<p>1.3.1 The contractor must provide timely delivery of services by providing toll free telephone number, staffed telephone coverage 24 hours per day, 7 days per week for all services including initial assessment referral, emergency phone consultations, on-call services, urgent, routine care and Management Consultation (EAP). Telephone calls must be answered with an average answer speed of 30 seconds or less.</p>
	<p>Vendor Response</p>
	<p>Magellan agrees with the requirement as stated. Magellan will continue to provide staffed telephone coverage 24 hours per day, 7 days per week for all services including initial assessment referral, emergency phone consultations, on-call services, urgent, routine care and Management Consultation (EAP). In 2011 Magellan achieved an average speed of answer of 16.75 seconds for the Maricopa County EAP and 18 seconds for the Maricopa County managed behavioral health program.</p>
	<p>1.3.2 Appointments must be scheduled with an appropriate provider located within 10 miles or 30 minutes of the metropolitan area or within 30 miles or 45 minutes of the rural area within 2 days for urgent care and 5 working days for routine care. Additionally, the contractor must respond to emergency crisis/trauma calls within 30 minutes of telephone contact and have face-to-face contact within 24 hours.</p>
	<p>Vendor Response</p>
	<p>Magellan agrees with the requirement as stated. Our GeoAccess analysis concluded the following:</p> <ul style="list-style-type: none"> 99.9 percent of Maricopa County metropolitan employees have access to 5 behavioral health

	<p>providers within 10 miles</p> <ul style="list-style-type: none"> • 99.3 percent of Maricopa County metropolitan employees have access to 5 EAP providers within 10 miles • 99.6 percent of Maricopa County rural employees have access to 2 behavioral health providers within 30 miles. • 99 percent of Maricopa County rural employees have access to 2 EAP providers within 30 miles. <p>Additionally, in 2011, 91.4 percent of Maricopa County survey respondents expressed satisfaction with "timeliness of appointments."</p>
1.3.3	The contractor must provide a professionally trained and skilled critical incident stress debriefing team 7 days per week, 24 hours per day to provide onsite resources within 2 hours when requested by the County.
	Vendor Response
	<p>Magellan agrees with the requirement as stated. Our GeoAccess analysis concluded the following:</p> <ul style="list-style-type: none"> • 99.9 percent of Maricopa County metropolitan employees have access to 5 behavioral health providers within 10 miles • 99.3 percent of Maricopa County metropolitan employees have access to 5 EAP providers within 10 miles • 99.6 percent of Maricopa County rural employees have access to 2 behavioral health providers within 30 miles. • 99 percent of Maricopa County rural employees have access to 2 EAP providers within 30 miles. <p>Additionally, in 2011, 91.4 percent of Maricopa County survey respondents expressed satisfaction with "timeliness of appointments."</p>
1.4	INITIAL CONTACT AND PROBLEM ASSESSMENT:
1.4.1	The contractor shall assess and determine the extent and nature of the behavioral problem. The contractor will either schedule additional sessions or triage services to the appropriate level of care and/or the appropriate community resource. The assessment may include if appropriate, a psychological and/or chemical dependency evaluation.
	Vendor Response
	Magellan agrees to adhere to this requirement. Magellan's assessment and referral services are described in detail to in response to Attachment E, Question 2.2.2.
1.4.2	The contractor will have a formal intake process, which may include providing the client with assessment instruments, client rights, grievance procedures, confidentiality policy and intake forms. The provider must accommodate initial intake appointments during the day, evening and weekend.
	Vendor Response
	Magellan agrees to adhere to this requirement. Our formal intake process is described in response to Attachment E, Question 2.2.2.
1.4.3	Security provisions will be provided, i.e. non-public entrances and/or waiting rooms for "high profile" clients, for example; judges and law enforcement personnel, who require anonymity from constituents and/or clients.
	Vendor Response

	<p>Magellan will continue to adhere to this requirement. As we have done in the past, Magellan will work with the client's benefit manager, dedicated specialized law enforcement skills counselors provided by the Sheriff's Department for counseling and trauma events, and human resources department to provide security provisions for employees who require anonymity. Further details are provided in response to Attachment E, Question 2.8.10.</p>
1.5	COST CONTAINMENT:
1.5.1	<p>The contractor will be expected to provide assistance to client's at the most appropriate level of care by assessing the presenting problem and triaging to the appropriate service or benefit. The contractor will be expected to use methodologies, which will ensure that the client's issues can be resolved in 8 EAP sessions when this level of care has been determined to be most appropriate. Quality of care will be maintained by ensuring that those clients with severe or specialized needs who require care at a higher level are referred to a mental health provider through the behavioral health/substance abuse benefit.</p>
	Vendor Response
	<p>Magellan agrees to adhere to this requirement. All EAP callers receive an assessment from licensed EAP clinicians who use their clinical knowledge and Magellan's Guidelines for Determining Treatment Pathways to determine whether members are better served through the EAP or a referral to their behavioral health benefit (or other covered benefits and/or community resources).</p>
1.5.2	<p>The responsibility of the contractor will be to control cost to both the employee and the plan without sacrificing quality of care or successful outcomes. Quality of care will be measured by customer satisfaction ratings, which must include questions regarding the quality of care and service received from the provider and whether the presenting problem was resolved and other also through other industry acceptable measures, such as health plan employer data and information set ambulatory follow-up. Outcomes will be measured and reported by the contractor who must use testing instruments to measure the client's symptoms prior to and after intervention. Follow-up surveys will be provided to self-referred and supervisory referred employees after 30 days and again after 6 months to determine if interventions were successfully implemented. If the employee is a supervisory referral, a follow-up survey will be issued to supervisors (following release of information from employee) after 30 days and 6 months to determine positive changes in work situation.</p>
	Vendor Response
	<p>Magellan agrees to adhere to this requirement. Magellan assesses participant satisfaction through regular satisfaction surveys as described in detail in response to Attachment E, Question 2.3.12. In 2011 91.8 percent of Maricopa County survey respondent expressed satisfaction with Magellan managed behavioral health services and 96.1 percent of EAP survey respondents indicated that they would seek help through the EAP again.</p>
1.6	SERVICES:
1.6.1	<p>The contractor must have a procedure for informing established employees as well as new hires of the services provided and how to access services. This would include informational materials, payroll stuffers, videos, brochures, posters and live presentations. Additionally, the contractor must provide communication pieces that compliment the health initiatives identified by the County and for high utilization of services/conditions.</p>
	Vendor Response
	<p>Magellan agrees to adhere to this requirement. Details about Magellan's communication initiatives are provided in response to Attachment E, Question 2.4.1. Sample communication materials are provided as Appendix 2.</p>

	<p>1.6.2 The County requires the contractor to post specific communication pieces to their Web site at the County's request and their Web site link be placed on the County's Intranet and Internet Web sites so that employees will be able to access information about services and support available through the EAP and behavioral health/substance abuse benefits.</p>
<p>Vendor Response</p>	
<p>Magellan agrees to adhere to this requirement as described in detail in response to Attachment E, Question 2.2.16.</p>	
	<p>1.6.3 A one-time orientation to Directors, managers and supervisors will be required as well as providing ongoing information at new hire orientations. The staff must be willing to undergo a one-day training program for a representative group of their staff member, e.g. director and clinical supervisors, which will provide an overview of Maricopa County departments, organizational structure, policies and procedures.</p>
<p>Vendor Response</p>	
<p>Magellan agrees to adhere to this requirement. As described in detail in response to Attachment E, Question 2.4.1, Magellan will provide all required orientations. As Magellan is Maricopa County's incumbent partner it may not be necessary for a representative group of our staff members to undergo a one-day training program that provides an overview of Maricopa County departments, organizational structure, policies and procedures; we would, however be pleased to attend such training.</p>	
	<p>1.6.4 This same information will be given to the remaining staff in coordination with the Maricopa County at the contractor's scheduled staff meetings.</p>
<p>Vendor Response</p>	
<p>Magellan agrees to adhere to this requirement.</p>	
	<p>1.6.5 The contractor will provide presentations, as well as coordinated training, that complies with the Drug Free Workplace Act of 1988 and CDL requirements. Staff must have experience and training in delivering and facilitating training and education programs which deal with mental health, health related and supervisory issues.</p>
<p>Vendor Response</p>	
<p>Magellan agrees to adhere to this requirement. Magellan implemented trainings that comply with the Drug Free Workplace Act of 1988 and CDL requirements in 2007 and continues to conduct three to five of these trainings annually at Maricopa County's request.</p>	
	<p>1.6.6 There are employees that hold commercial drivers licenses (CDL) in Maricopa County. A minimum of 15 training sessions are given per year with a group size ranging from 5-20 individuals. The contractor's involvement in this training consists of a 20-30 minute presentation of services available to employees. Additionally the contractor will be required to offer a minimum of twelve, 1-8 hour trainings a year on topics dealing with mental health, health related and supervisory issues.</p>
<p>Proposer to respond with their program including maximum number of hours.</p>	
<p>Vendor Response</p>	
<p>Magellan agrees to adhere to this requirement.</p>	
<p>Magellan has included 100 hours of training to be used at the County's discretion in our proposed pricing.</p>	

1.7	PROVIDER CAPABILITIES:
1.7.1	<p>Providers must be educated, trained, credentialed by the State of Arizona, and capable of identifying and handling a variety of psychological, behavioral, substance abuse and work related issues. The contractor must have a network of trained and qualified personnel experienced in providing critical incident stress debriefing and trauma intervention for the wide range of departments in Maricopa County including law enforcement and health care personnel. The contractor must also have providers within its network with the ability to perform lethality (employee and dependants) assessments and handle work place violence issues.</p>
Vendor Response	
<p>Magellan agrees to adhere to this requirement. Current network counts in Maricopa County are provided below.</p> <p>EAP</p> <ul style="list-style-type: none"> • Psychologist: 37 • Social Worker: 104 • Other Master's Level Therapist: 138 • Registered Nurse: 3 <p>Behavioral Health</p> <ul style="list-style-type: none"> • Psychiatrist: 85 • Psychologist: 136 • Social Worker: 162 • Other Master's Level Therapist: 238 <p>Registered Nurse: 36</p>	
1.7.2	<p>The contractor must have male and female clinical staff members with a minimum of one Spanish speaking employee and translation services for clients who are non-English or non-Spanish speaking. There must be at least one staff member who is a psychologist certified by the State of Arizona to provide evaluation and counseling for the County population and to serve as a clinical supervisor to staff, and a minimum of two alcohol and drug counselors certified by the State of Arizona. One counselor who is familiar with law enforcement organizations and their issues is preferred. These positions may be Contractor employees or sub-contractors and should be identified as such in the proposal.</p>
Vendor Response	
<p>Magellan agrees to adhere to this requirement. Maricopa County will be served by male and female staff members including a minimum of one Spanish speaking employee. Translation services for clients who are non-English or non-Spanish speaking will be provided by Pacific Interpreters.</p> <p>David Hoffman, Ph.D., a State of Arizona certified psychologist who is based locally in Maricopa County, will serve as a clinical consultant to Magellan staff serving the County. His resume is provided as Appendix 1. Magellan care managers will contact him to review cases that are particularly challenging or to locate specific treatment resources to assist in the member's treatment plan. We will provide an additional locally-based staff psychologist certified by the State of Arizona to provide evaluation and counseling for the County population.</p> <p>Magellan meets the requirement for a minimum of two alcohol and drug counselors certified by the State of Arizona through our network of contracted providers in Maricopa and surrounding counties. In fact, Magellan contracted with four alcohol and drug counselors at the recommendation of the County's internal Sheriff's onsite psychologist. We have formal protocols in place to direct members to these counselors who familiar with law enforcement organizations as appropriate.</p>	

1.7.3	All facilities must meet Americans with Disabilities Act (ADA) requirements and guidelines, including access to a TTY (Telephone Text) for the hearing impaired or providing translation services.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.7.4	The contractor will conduct regular case review staffing as well as clinical supervision of the respective cases based on the severity of the case and/or situation. Assessments must occur on a regular basis with staff to provide feedback on the effectiveness of their performance and of the program.
	Vendor Response
	Magellan agrees to adhere to this requirement. Complete details of Magellan's case review process are provided in response to Attachment E, Questions 2.2.6 and 2.2.9.
1.7.5	The contractor will keep its staff members current on new and on-going information regarding issues and/or topics of concern related to the organizations it serves.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.7.6	Telephone calls to the EAP must be answered by live counselors who have master's degrees in social work or psychology and are Certified Employee Assistance Professionals (CEAP) or CEAP-eligible with an average of five years of EAP experience. The counselors must be skilled at making the member feel comfortable, assessing risk, and helping the member take the most appropriate next step toward problem resolution. The counselor's approach must be to listen beneath the surface in order to identify any underlying problems and to offer comprehensive solutions. When it is clear that mental health outpatient treatment or a more intensive level of care is appropriate, the counselor with clinical expertise will authorize care under the mental health benefit in a seamless procedure that is invisible to the member.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.8	REPORTING REQUIREMENTS:
1.8.1	An audited annual report must be provided each year 6/1/13 through 6/30/16. The contractor must be financially solvent as demonstrated by audited annual reports that include financial statements for the past three calendar years.
	Vendor Response
	Magellan agrees to adhere to this requirement..
1.8.2	The contractor must conduct and provide a SAS 70 audit report of their claims payment system at least bi-annually to support the County's annual external audit.
	Vendor Response
	As the incumbent provider of EAP and behavioral health services to Maricopa County employees, Magellan currently provides a Statement on Standards for Attestation Engagements 16 (SSAE 16) Service Organization's Controls 1 (SOC 1) report each year and will continue to do so under a renewed contract. To

supplement the report, Magellan provides a bridge letter to the County offices six (6) months following the submission of the report to support the County's annual external audit.

Magellan's most recent SSAE 16 SOC 1 report was issued in November 2011. Ernst & Young LLP prepared the report, which covers the period from October 1, 2010 through September 30, 2011. In 2011, Magellan began issuing the report in accordance with SSAE 16 SOC 1, which is the standard that supersedes the SAS 70 for all years beginning after June 15, 2011.

1.8.3 Report data must be provided electronically in Excel compatible format to allow Maricopa County to manipulate the data. Reports must be accessible to the County through a secure Web site.

Vendor Response

Today Magellan sends claims extract data to the County's data warehouse vendor, Optum Health, on a monthly basis to support the County's ability to manipulate data for reporting purposes. This data is sent in the HIPAA X12 837 file format—an Excel-based file feed. Magellan will continue to do so under a renewed contract and will work with the County to determine the availability of any additional data feeds needed to support the County's ability to self-monitor program utilization and trends and to support third-party, independent evaluations/audits.

Magellan maintains a number of reporting tools to collect and analyze program data and to produce reports that meet the County's standards for required reporting. These tools offer a range of options for exporting report data into a multitude of formats, including several Excel compatible formats. The full range of reports Magellan currently provides to the County are described in detail in our following response to Question 1.8.4. These reports are provided in Excel, PowerPoint, and PDF file formats. In addition to supplying paper-based, bound copies of these reports to designated County officials, Magellan makes these reports electronically accessible to the County through our secure Web portal, the Customer Dashboard.

Customer Dashboard Reporting
 More than a secure site where Magellan can post reports for the County to retrieve, the Customer Dashboard is a unique reporting Web site that features reports in an appealing graphical format with extensive drill-down capabilities. Within the Dashboard, users are initially presented with graphical data on a variety of elements. Data elements provided on the Dashboard can include much of the report data the County currently receives through the Standard reporting packages Magellan provides. Graphs on the Dashboard allow the user to click on specific graph elements that will then display a greater level of detail. For example, a graph showing a yearly aggregate of values could drill down to a monthly display, and then each month could then drill down to daily values. Magellan provides continually updated, actionable information so the County can monitor current utilization trends and predict future trends. Online summary information available through the Dashboard includes call center statistics, norms, utilization data by demographic categories, and more.

A screen print example of the Customer Dashboard has been included as Appendix 3.

1.8.4 The provider shall furnish electronic quarterly and annual utilization reports for each program (behavioral health/substance abuse and EAP) by County Department (unless the size of the department is less than 50) with summary-level statistical EAP utilization Behavioral Health claims data on employee/dependent utilization, demographics, diagnosis, and type and number of services (inpatient, outpatient counseling, etc.). Reports must contain an analysis of the utilization comparing utilization to the contractor's book of business and to the applicable County department's industry, outcome measures, effectiveness of treatment type, cost savings and quality assurance of services. Reports must also contain suggestions for actions the County can take to tackle any trend identified in the utilization and to improve the overall mental health of its employees.

Vendor Response

On a quarterly and annual basis, Magellan delivers a comprehensive set of reports that highlight the activities and progress of County employees leveraging the benefits of Magellan's EAP and behavioral health programs. These reports include non-identifying (confidential) information about the employees who use our services, whether online, telephonic, or in person. Each report includes year-to-date and book-of-

business normative statistics so the County can measure the success of its program over time and against the benchmarks of similar Magellan clients.

These reports are accompanied by a comprehensive narrative from your Account Manager, Bill deHaas. They include an analysis of the utilization comparing utilization to Magellan's book of business and to the applicable County department's industry, outcome measure, effectiveness of treatment type, cost savings, and quality assurance of services. The narrative also includes suggestions for actions the County can take to tackle trends identified in the utilization and to improve the overall mental health of County employees.

EAP Reports

Magellan currently provides County department breakouts on the EAP reports we provide. These show the volume of EAP utilization by division and utilization by location for each of the County departments; however, with the level of granularity provided in the enrollment data Magellan receives, Magellan can provide separate utilization reports for the behavioral health and EAP programs, respectively, for each County department (contingent upon a given department having more than 50 employees). Due to the sensitive nature of the services we provide, departments with less than 50 employees will have utilization reported in an aggregated format to ensure the confidentiality of employees' participation.

The following provides a breakout of the subject matter included in Magellan's reports:

- EAP Program Reporting
- Utilization data contained in the County's EAP reports include, but are not limited to:
- A Services and Utilization Summary
- Consultation Outcomes
- Demographics
- Information Source
- Utilization by County division and location
- Satisfaction Summary
- Program Impact
- Benefits Usage
- EAP Counseling Utilization
- Referrals Made
- Assessed Problem
- Workplace Support
- MagellanHealth.com Utilization
- Healthyroads: Online Health and Wellness Tools Utilization
- CISM Utilization
- Training and Health Fair
- Legal/Financial Utilization
- Disability/RTW – Utilization Services

Behavioral Health Program Reporting

Equally as comprehensive are the behavioral health utilization reports Magellan provides. These reports include a range of data elements, emphasizing utilization, service delivery, and access. They provide current information regarding telephone performance, timeliness standards, and inpatient and outpatient utilization. Reports also include member grievance and appeals activity, non-authorization activity, and claims payment timeliness and accuracy.

Reports Magellan delivers for the behavioral health program include the following:

- Total MHSA Service
- MBH Core Utilization: IP Admits/1,000, OP Cases/1,000, etc.
- Readmission Rates
- Maricopa County MBH Population Analysis
- MBH Utilization by Level of Care
- Intensive Care Management Activities
- Targeted Care Management Activities
- MBH Claims Dollars Paid by Diagnosis
- MBH Claims Cost
- Additional MHSA Claims Breakdown

	<ul style="list-style-type: none"> • MBH In- and Out-of Network Utilization • Banner Utilization • Performance Indicator Results (Annual Performance Guarantees) • Disability Management Services Analysis • Outpatient Outcomes Assessment – SF-BH Assessment Report • Claims Lag Report • Stories of Success in the Magellan program <p>Your Reporting in Context Magellan is dedicated to ensuring the County has all the data it needs to monitor the effectiveness of its wellness initiatives. In addition to the range of measurements provided in the standard behavioral health, EAP, and satisfaction reports, your Account Manager puts this all into context with annual PowerPoint narratives that explain the trends occurring in each of the programs. These narratives show highlights, trends, and success stories and provide recommendations for actions the County can take to improve the wellness of its employees. Magellan has worked with the County over the term of our partnership to develop and deliver a meaningful set of comprehensive reports that assist the County in monitoring the progress of employees. Magellan will continue to work with the County to ensure any additional breakouts required are included in the quarterly and annual reports Magellan provides.</p> <p>Sample reports are provided in Section 3.13.7: Requested Examples of Reports.</p>
1.8.5	<p>In order to provide the level of reporting required, the contractor must be able to accept and store enrollment and claims data (tape) according to the following account structure:</p>
	<p>Level 1 Group</p>
	<p>Level 2 Sub Groups: PeopleSoft payroll system and Non-payroll</p>
	<p>Level 3 Eligibility Type for each sub-group (active, elected officials, contract, COBRA, retirees over and under age</p>
	<p>Level 4: Department</p>
Vendor Response	
	<p>Magellan currently receives and stores enrollment and claims data according to the Level 1 to Level 4 account structure described above. Though this does not currently include separate Level 3 breakouts for contracted employees and elected officials, Magellan’s system will accommodate this in addition to the breakouts we already store for active employees, COBRA recipients, and retirees over and under the age of 65.</p> <p>On a weekly basis, Magellan receives enrollment data from the County in the HIPAA X12 834 format. Once received the file is processed through a translation-and-edit phase prior to updating in our core system. To ensure data is loaded accurately into our eligibility system, eligibility analysts review the edit reports and either omit or correct errors, as specified by the County. The file is then run through a re-edit process to verify the changes and/or removals have been made. This process continues until it is determined that any discrepancies in the eligibility data received from the County have been resolved. The error-free files are then loaded to the eligibility master files within the core system. Magellan’s turnaround time to process eligibility files and have them available online is 24 to 48 hours from receipt of the data. Throughout our term as the behavioral health and EAP provider of services to Maricopa County’s employees, we have continuously met the enrollment processing timeframes specified by the County.</p> <p>Magellan’s systems are flexible and are designed to support the varying file formats and data layouts we receive from our clients. We are experienced in supporting client-specific account structures to ensure the accuracy of claims processing and the timely delivery of reports reflective of a client’s account structure.</p>
1.8.6	<p>The contractor must track retiree experience in separate sub-groups from active employees and must not blend premium rates with those of active employee rates. Retiree sub-groups are Over 65 and Under 65.</p>

Vendor Response	
As described in our response to Question 1.8.5 above, Magellan currently receives enrollment data from the County and stores the data according to the designated Level 1 to Level 4 account structure. The designation of these grouping levels allows us to effectively track retiree experience in separate sub-groups from active employees. Currently, retiree experience is tracked in a single subgroup—over 65 and under 65—however, separate subgroups for each can be accommodated in Magellan’s system. Magellan does not blend the premium rates of retirees with those of active employee rates.	
1.8.7	The contractor must track active employee experience in separate sub-groups. Active sub-groups are Active Employees, Elected Officials, Contract Employees, and Public Safety.
Vendor Response	
As described in our response to Question 1.8.5 above, Magellan currently receives enrollment data from the County and stores the data according to the designated Level 1 to Level 4 account structure. The designation of these grouping levels allows us to effectively track active employee experience in separate sub-groups. Although Magellan does not currently maintain separate sub-groups for contract employees and elected officials, this level of designation can be easily accommodated in Magellan’s system.	
1.9	UNDERWRITING REQUIREMENTS:
1.9.1	Your proposal should take into consideration the following:
1.9.2	The effective date of the contract will be July 1, 2013. The proposal must be for firm fixed rates for years one through three with a not-to-exceed increase for years four, five and six.
Vendor Response	
Magellan agrees to adhere to this requirement.	
1.9.3	Written seven-month notification of the final renewal rate change will be given prior to the anniversary dates for years four through six, and will include supporting documentation.
Vendor Response	
Magellan agrees to adhere to this requirement.	
1.9.4	The County will self-administer premiums.
Vendor Response	
Magellan agrees to adhere to this requirement.	
1.9.5	The contractor must track claims experience and provide such experience to the County in conjunction with renewals past the initial contract year.
Vendor Response	
Magellan agrees to adhere to this requirement.	
1.9.6	The contractor must provide a minimum of 12 months of historical data upon termination of the contract at no additional cost.

	Vendor Response
	Magellan agrees to adhere to this requirement.
1.9.7	The contractor must provide claims payment services for 6 months upon termination of the contract at no additional cost.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.9.8	The County may correct legitimate administrative errors and is the final determinant when such errors have occurred. No evidence of insurability will be required The County shall be the final determinant for all eligibility issues.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.9.9	The contract's rate change date and anniversary will fall on July 1st. All contract or benefit changes will only occur on this date unless previously agreed to in writing by all parties. The County reserves the right to annually change benefit designs it considers in its best interest.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.9.10	The County maintains the right to cancel the contract of a contractor at any time, if there is a significant change, in the County's opinion, in the contractor's operation of the plan. Such operational issues include but are not limited to, adequacy of the provider network, satisfaction with customer service, quality of the plan services, timeliness of claims payment and satisfaction by the County's employees.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.9.11	The contractor (or their sub-contractor) shall be responsible for drafting, producing and distributing, subject to County review and approval, of all communication materials, certificates of coverage, plan summaries and administrative forms to be available on-line. However, the County will make the final determination as to the number of hard copy documents needed on hand at any point in time.
	Vendor Response
	Magellan agrees to adhere to this requirement with the exception of HIPAA certificates of coverage and any SPD.
1.9.12	The contractor shall provide each participant using services with a satisfaction survey, which will determine satisfaction level with customer services, the network, the counselor, the quality of services and satisfaction with the benefits. The results of these surveys shall be reported to the County as required in the Reporting Section.
	Vendor Response
	Magellan agrees to adhere to this requirement. Magellan assesses member satisfaction through regular satisfaction surveys as described in detail in response to Attachment E, Question 2.3.12. In 2011 91.8

	percent of survey respondents expressed satisfaction with Magellan managed behavioral health services and 96.1 percent of EAP survey respondents indicated that they would seek help through the EAP
1.10	MANDATORY CONTRACTOR'S QUALIFICATIONS (BOTH):
1.10.1	Both services, Behavioral Health and Employee Assistance Program Services shall be provided by the same proposer. There shall be no sub-contracting of either service by the proposer.
	Vendor Response
	Magellan agrees to adhere to this requirement. All behavioral health and EAP services are provided by Magellan. The legal consultation and financial consultation services available through the EAP are subcontracted to CLC Inc. and Pacific Interpreters provides telephonic language translation services. Additionally, online health and wellness tools are made available via a subcontract with American Specialty Health. More detail is provided in response to Attachment E: Question 2.1.4.
1.10.2	The Contractor shall have a minimum of 1 million covered members nationwide.
	Vendor Response
	Magellan agrees to adhere to this requirement. Magellan covers 31.2 million lives nationwide.
1.10.3	The contractor shall have their own network for the Behavioral Health Services (this may not be sub-contracted) and shall propose a minimum overall network discount. The EAP network may be sub-contracted.
	Vendor Response
	Magellan agrees to adhere to this requirement. Magellan owns both our behavioral health and our EAP networks. We are proposing a minimum overall network discount of 8.5 percent off Medicare's 2011 fee schedule for professional charges.
1.10.4	The contractor must have experience meeting the demands and needs of over 6,000 employees as well as working with multiple businesses within an organization. The contractor must serve at least 5 private or public organizations and have a minimum of 5 years experience serving organizations in Arizona with a minimum of 5,000 employees.
	Vendor Response
	Magellan agrees to adhere to this requirement. Magellan serves nearly 1,000 employer customers including private and public organizations. Our customer list, of which there are 16 employers with employee populations between 50,000 and 796,000, includes some of the largest and most recognized household-name companies across the United State and 176 contracts with government entities (federal agencies, states, cities, counties, and school districts) for behavioral health, EAP, and wellness services through our Commercial division. Magellan has been serving members in Arizona for more than 20 years. We currently serve 87,000 employees in the State through our employer division and approximately 1 million members in the State through our public sector and health plan divisions.
1.10.5	Five (5) references must be provided including name of employer, contact name, e-mail address and phone number of contact person, number of employees, time period for which services were provided and utilization rates (ranges). Proposers are required to provide this information for both the EAP and Behavioral Health references.
	Vendor Response
	Magellan has provided detailed reference information for the following clients in Attachment C:

	<ul style="list-style-type: none"> • Army and Air Force Exchange Service • State of Illinois • State of Tennessee • State of Michigan • Monsanto Company • American Electric Power
1.10.6	The contractor must be able to have sufficient providers located in the geographic areas where employees reside to serve a population of approximately 11,500 employees throughout Maricopa and adjoining counties. The contractor must have at least 5 open providers within 10 miles or 30 minutes of the metropolitan employee population and at least 2 providers within 30 miles or 45 minutes of the rural employee population.
Vendor Response	
	<p>Magellan agrees with the requirement as stated. Our GeoAccess analysis concluded the following:</p> <ul style="list-style-type: none"> • 99.9 percent of Maricopa County metropolitan employees have access to 5 behavioral health providers within 10 miles • 99.3 percent of Maricopa County metropolitan employees have access to 5 EAP providers within 10 miles • 99.6 percent of Maricopa County rural employees have access to 2 behavioral health providers within 30 miles. • 99 percent of Maricopa County rural employees have access to 2 EAP providers within 30 miles.
1.10.7	Contractor shall have and maintains a network, such that 90% of eligible members shall have access to a choice of network providers by implementation and annually that meets this requirement, thereafter, that complies with the following access standards, measured using home zip codes and commercially available geographic access software, with the default settings for urban, suburban and rural geographies” of Five EAP practitioners within 10 miles or 30 minutes (urban/suburban)
Vendor Response	
	<p>Magellan agrees with the requirement as stated. Our GeoAccess analysis concluded the following:</p> <ul style="list-style-type: none"> • 99.3 percent of Maricopa County metropolitan employees have access to 5 EAP providers within 10 miles • 99 percent of Maricopa County rural employees have access to 2 EAP providers within 30 miles.
1.10.8	The contractor must provide a network comparison to the current behavioral health/substance abuse and EAP networks and offer contracts to qualified providers that are not within their network in sufficient time to contract with such providers before the contract commences. In absence of a fully executed contract with such providers, the contractor must provide continued services with no additional financial responsibility of the patient for a transitional period of at least 3 months.
Vendor Response	
	This requirement is not applicable to Magellan as we are Maricopa County's current behavioral health and EAP partner.
1.10.9	The size and qualifications of the contractor’s staff shall adequately meet the needs of Maricopa County employee population. The contractor shall provide staffing levels that can meet the demands of an increased client base or would be willing to increase staff to meet demands. The contractor shall maintain qualified and appropriate staffing levels at all times.
Vendor Response	
	Magellan agrees to adhere to this requirement.

	<p>Magellan maintains more than adequate staff to meet the needs of the Maricopa County employee population. In staffing for the integrated EAP and behavioral health model, Magellan seeks to provide the same, high level of services around the clock. Magellan looks at overall call volume and utilization rates and does not distinguish between daytime and after hours. On the average, this translates to the following staffing ratio (employee: covered lives):</p> <ul style="list-style-type: none"> • EAP[-only] Clinicians: 1:80,000 • Behavioral Health [-only] Care Managers: 1:60,000 • EAP/Behavioral Health [integrated] Care Managers: 1:50,000 • Intensive Care Managers: 40-80 members • Workplace Support Staff: 1:45 to 50 active cases • Physician Advisors: 1:150,000 – 200,000 • Customer Service Associates: 1:50,000 <p>Magellan currently uses an Avaya call management system (CMS) for routing of calls and call reporting functions. Monitoring of the call center activity is achieved by utilizing CMS real-time and historical reports, which allows Magellan to make staffing and call routing changes intraday based on customer demand.</p> <p>00</p>
1.10.10	The contractor shall be able to respond to crisis calls within 30 minutes and be on site at the applicable County location within 2 hours.
	Vendor Response
	Magellan will adhere to this requirement, which we met in 100 percent of cases in 2010 and 2011.
1.10.11	The contractor shall provide counselors locally to provide face-to-face session's as well optional telephonic counseling.
	Vendor Response
	Magellan will adhere to this requirement.
1.10.12	The contractor shall provide a marketing strategy and materials to promote services to Maricopa County employees.
	Vendor Response
	Magellan will adhere to this requirement as described in detail in response to Attachment E, Questions 2.4.1 and 2.4.2.
1.10.13	The contractor shall coordinate services, participate in studies and share data with other contractors with whom the County holds contracts including but not limited to medical, pharmacy, and short-term disability, at the County's request.
	Vendor Response
	Magellan will adhere to this requirement. As described in detail in response to Attachment E, Question 2.2.9, Magellan is highly experienced in coordinating with Maricopa County's other vendor partners including CIGNA, Sedgwick, ADP, and Catalyst Rx.
1.10.14	For all services, the contractor shall provide easy access to the right care, the right place of service, and the right practitioner with consideration to licensure and clinical specialization, language capabilities and cultural competencies, geographic location and appointment availability.
	Vendor Response
	Magellan will adhere to this requirement.

1.10.15	The contractor shall have (for the Behavioral Health Services) full accreditation by either NCQA or JCAHO. (proof of accreditation must be included under other data section 3.10.6)
	Vendor Response
	Magellan will adhere to this requirement. Magellan has full MBHO NCQA accreditation through July 2013. A copy of our Certificate of Accreditation is provided behind the tab labeled 3.13.8: Other Data, Certifications, Copy of Proposers ASO Agreement.
1.11	YOUR PROPOSAL SHOULD TAKE INTO CONSIDERATION THE FOLLOWING:
1.11.1	The claims administrator must verify eligibility for coverage under each benefit. County will provide a eligibility list at least monthly.
	Vendor Response
	Magellan will adhere to this requirement.
1.11.2	The contractor will be responsible for producing and mailing certificates of creditable coverage, as required by HIPAA, to the employee and covered dependents.
	Vendor Response
	N/A: Per Addendum #1 this requirement has been deleted from the RFP.
1.11.3	The contractor must provide experience to the County in conjunction with any renewals past the initial contract year.
	Vendor Response
	Magellan will adhere to this requirement.
1.11.4	Select County personnel will have the option of contacting the contractor directly or may refer the employee to a provider in a pre-selected core group established by the contractor.
	Vendor Response
	Magellan will adhere to this requirement.
1.11.5	Employee Assistance Plan takeover will be on a “no-loss, no-gain” basis; that is, no individual will lose coverage or be subject to a new pre-existing conditions limitation solely on the basis of a change in contractor. Any actively at-work provision will be waived for participants who are not actively at work (including those who are confined to a hospital) and who are not eligible for extended coverage under the current contractor’s program(s).
	Vendor Response
	Magellan will adhere to this requirement.
1.11.6	The contractor must provide run out services for claims for 6-months from the end of the contract.
	Vendor Response
	Magellan will adhere to this requirement.

1.11.7	No minimum participation requirements will be allowed. Rates must be guaranteed unless the active enrollment level changes by more than 20% based on open enrollment data.
Vendor Response	
Magellan will adhere to this requirement.	
1.11.8	The contractor shall provide a full annual accounting within six months of the end of the policy year, and will show all premium components including but not limited to capitation and paid, pending and claims in appeal status, retention analysis, beginning and ending reserves, and pooled premiums and claims.
Vendor Response	
Magellan will adhere to this requirement.	
1.11.9	Eligibility for active employees and retirees will be provided electronically via ADP (version 8.8 or higher). The contractor must be able to accept and process such file in a mutually agreed upon format within 48 hours of receipt. Contractor must also be able to generate an electronic exception report for the County within five working days from applying the data from each file.
Vendor Response	
<p>As the incumbent provider of behavioral health and EAP services to Maricopa County's employees Magellan currently receives eligibility data for active employees and retirees from ADP. Magellan has an excellent working relationship with this company. We continually work in concert with one another to ensure the County's enrollment data is accurately reflected in Magellan's system and to resolve any disputes that may arise in relation to an employee's enrollment status.</p> <p>On a weekly basis ADP provides enrollment information to Magellan in the HIPAA X12 834 format. Once received, the data undergoes a quality review process to ensure the data contained in the transmission is accurate and valid. Once the data has been vetted by Magellan's eligibility analysts, the data is loaded into our system. Throughout the term of our current contract with the County, Magellan has continually met the turnaround goal of loading eligibility within 48 hours of receipt and providing an exception report to the County and ADP within five working days from applying the data from each file.</p> <p>All eligibility feeds are processed through a translation-and-edit phase prior to updating in our core system. To ensure data is loaded accurately into our eligibility system, eligibility analysts review the edit reports and either omit or correct errors, as specified by the County. The file is then run through a re-edit process to verify the changes and/or removals have been made. This process continues until it is determined that any discrepancies in the eligibility data received from the County have been resolved. The error-free files are then loaded to the eligibility master files within the core system. Magellan's turnaround time to process eligibility files and have them available online is 24 to 48 hours from receipt of the data.</p> <p>Exception reports are produced as part of the eligibility data-load process. A pre-load exception report catches data that either contains bad or non-ASCII characters or violates established business rules, such as a missing member name. The exception report is worked according to an internal workflow that we've established with the County. A copy of the exception report Magellan produces is then transmitted to the County and ADP within the required timeframe (5 business days) upon applying the data for each file to the master file within our system.</p> <p>In addition to the weekly flow of eligibility from ADP, Magellan has established customized workflows with the company to ensure any instance of a 'haste enrollment' or eligibility discrepancy question/issue is resolved in the timeliest of manners. Magellan has dedicated contacts within the organization to ensure any such dispute is resolved within 24 hours of a discrepancy being identified.</p>	
1.11.10	Eligibility and enrollment information and premium payments for COBRA participants will be

	provided by the County's COBRA Administrator (ADP).
	Vendor Response
	Magellan agrees to adhere to this requirement. Our Finance department will continue to collaborate with ADP on a monthly basis.
1.11.11	The contractor may subcontract certain aspects of the contract, but shall be responsible for overall performance. The contractor is responsible for disclosing and notifying the County of any significant changes in such relationships as soon as practical without jeopardizing ongoing negotiations.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.11.12	The County reserves the right to audit the contractor's claim processing, payments and membership records, with reasonable notice.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.11.13	The contractor, by submitting a response to these services, acknowledges the County's right to select the auditor, and further agrees to allow the auditor to determine the sample, cooperate fully with such auditor and waive any and all fees associated with providing access to the County's claim records including use of the contractor's staff time to assist in the audit. The audits may include, but is not be limited to, the following:
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.11.13.1	Determinations of any mathematical errors in computation.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.11.13.2	Determinations that only eligible insureds have had claims paid.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.11.13.3	Review of inpatient and outpatient hospital, laboratory, physician and other provider charges per service.
	Vendor Response
	Magellan agrees to adhere to this requirement.
1.11.13.4	Review of turnaround time in claim processing.
	Vendor Response
	Magellan agrees to adhere to this requirement.

	1.11.13.5 Review of duplicate, denied claims and claims in appeal status.
	Vendor Response
	Magellan agrees to adhere to this requirement.
	1.11.13.6 The audits may be conducted during the policy period and/or upon completion of the policy period and/or following submission of the final policy report by the contractor at the discretion of the County.
	Vendor Response
	Magellan agrees to adhere to this requirement.
	1.11.14 Additionally, the contractor may be requested to provide periodic eligibility lists or tapes to the County at no charge in order to reconcile participants' eligibility.
	Vendor Response
	Magellan agrees to adhere to this requirement.
	1.11.15 If, at any time, the County has a reasonable belief that it is being systematically overcharged or double-billed under the contract, or that any other significant accounting irregularities exist, the County may conduct or hire an agent to conduct an audit of the Contractor's books and records with respect to this Contract. Such audit shall be undertaken at Contractor's expense.
	Vendor Response
	Magellan agrees to adhere to this requirement.
	1.11.16 The contractor shall agree to provide personnel to attend scheduled open enrollment meetings at no charge, at the County's request.
	Vendor Response
	Magellan agrees to adhere to this requirement.
	1.11.17 The successful contractor will implement Maricopa County in a timely fashion and will be measured using the following operational milestones which must be included on their implementation work plan and will put a certain portion of their reimbursement at risk for completion of such tasks by the effective date of the contract (unless the effective date is less than 60 days after award):
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.
	1.11.17.1 Setting up the eligibility data (subscriber, dependents, correct plan selection, effective dates, etc.)
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.

	1.11.17.2 Setting up the active employer group, the active retiree and retiree subgroups and COBRA subgroups
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.
	1.11.17.3 Setting up the benefit plans and corresponding benefit terms
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.
	1.11.17.4 Setting up the provider contracts, corresponding contract terms and network relationships
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.
	1.11.17.5 Correctly identifying services that need to be pre-authorized/pre-certified
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.
	1.11.17.6 Establishing the claims edits or business rules
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.
	1.11.17.7 Transition/coordination of care issues/procedures are provided and implemented correctly
	Vendor Response
	This requirement is not applicable to Magellan as we are the Maricopa County's current behavioral health and EAP partner.
	1.11.17.8 Accurately paying in-network and out-of-network claims correctly according to the SPD (Evidence of Coverage)
	Vendor Response
	Magellan agrees to adhere to this requirement.
	1.11.17.9 Premium billing is correctly calculated with and without retroactivity
	Vendor Response
	Magellan agrees to adhere to this requirement.

	1.11.17.10 Accurate member correspondence, ID Cards, EOBs, Provider Remittances and Reports
	Vendor Response
	Magellan agrees to adhere to this requirement.

11146-RFP EXHIBIT D**MARICOPA COUNTY****Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
Business Associate Provisions**

This Attachment sets out the HIPAA-related responsibilities and obligations of Contractor pursuant to the Contract between Contractor and Department.

I. Definitions

- A. Applicable Law means any of the following items, including any amendments to any such item as such may become effective:
1. the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);
 2. the federal regulations regarding privacy and promulgated with respect to HIPAA, found at 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”);
 3. the federal regulations regarding electronic data interchange and promulgated with respect to HIPAA, found at 45 C.F.R. Parts 160 and 162 (the “Transaction Rule”);
 4. the federal regulations regarding security and promulgated with respect to HIPAA, found at 45 C.F.R. Parts 160 and 164 (the “Security Rule”); and
 5. the American Recovery and Reinvestment Act of 2009 (“ARRA”), §§ 13400-24, Public Law 111-5, 123 Stat 115 (Feb. 17, 2009), codified at 42 U.S.C. §§ 17921, 17931-40, 17951-53.
- B. Business Associate means an entity that performs or assists in the performance of a function on behalf of a Covered Entity, which involves the use or disclosure of Individually Identifiable Health Information as defined in 45 C.F.R. § 160.103. Contractor is a Business Associate of Department under this Contract, and for purposes of Contractor’s obligations under this Attachment, the terms “Business Associate” and “Contractor” are synonymous. Notwithstanding this definition, if Contractor does not have access to or create PHI under this Contract, Contractor is not a Business Associate, and the terms of this Attachment do not apply to Contractor.
- C. Contract means the entire agreement between the parties.
- D. Contractor for purposes of this Attachment means any party to this Contract, which is not a department of Maricopa County government.
- E. Covered Entity means a health plan, a health care clearinghouse, or a health care provider that transmits any health information in electronic form in connection with a transaction covered by HIPAA as defined in 45 C.F.R. § 160.103. Department or a part of Department, as designated by Maricopa County, is a Covered Entity under this Contract.
- F. Department means the party to this Contract that is part of Maricopa County government.
- G. ePHI means electronic protected health information within the meaning of 45 C.F.R. § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Department.

11146-RFP EXHIBIT D**MARICOPA COUNTY****Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
Business Associate Provisions**

- H. Individual means the person who is the subject of PHI.
- I. Protected Health Information (“PHI”) is health information that (1) is created or received by a Covered Entity, (2) relates to the physical condition, mental health or other health condition of an Individual, or to the provision of health care to the Individual (including but not limited to the payment for such health care), and (3) identifies or can be used to identify the Individual, as defined in 45 C.F.R. § 160.103.
- J. Secretary means the Secretary of the United States Department of Health and Human Services (“HHS”) and her designees.
- K. Security Breach means (1) unauthorized access to, or acquisition, use, disclosure, modification or destruction, of Department’s Unsecured PHI, whether in paper or electronic form, or (2) the successful interference with system operations in an information system containing Department’s PHI. The term does *not* include (1) disclosure of PHI to an unauthorized person in circumstances where that person would not reasonably have been able to retain the information, or (2) good faith unintentional access to, or acquisition or use of, PHI by Business Associate’s employees, agents or subcontractors in the course of such person’s performance of services authorized by the Contract provided that such PHI is not further accessed, acquired, used, or disclosed by any person.
- L. Unsecured PHI means all PHI, *except*: (1) PHI in electronic form that is encrypted consistent with regulations promulgated by HHS or has been subject to disposal in a manner that renders the information irretrievable, or (2) PHI in paper form that has been shredded, burned, or otherwise rendered irrecoverable.

II. Rights and Obligations of Business Associate**A. General Obligations**

1. Compliance with Privacy Rule
 - a. Business Associate shall not use or further disclose PHI other than as permitted or required by HIPAA, the Privacy Rule, and this Attachment.
 - b. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Attachment.
 - c. Business Associate shall report to Department any use or disclosure of PHI, known to Business Associate, that is not permitted by this Attachment.
2. Compliance with Security Rule
 - a. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI.

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Business Associate Provisions**

- b. Business Associate shall report to Department any Security Breach of which Business Associate becomes aware.

3. Compliance with ARRA

- a. Business Associate shall comply with the Security Breach notice requirements provided in Section II.A.4 of this Attachment.
- b. Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 42 U.S.C. § 17935(d). [This paragraph shall be effective 180 days after issuance of final regulations implementing 42 U.S.C. § 17935]
- c. Pursuant to the Privacy Rule, made applicable to Business Associate by ARRA, Business Associate shall adopt, implement, and follow privacy policies and procedures in the same manner and to the same extent as if it were a Covered Entity.
- d. Pursuant to the Security Rule, made applicable to Business Associate by ARRA, Business Associate shall adopt, implement, and follow security policies and procedures in the same manner and to the same extent as if it were a Covered Entity.

4. Notice of Security Breach

- a. *Notice to Department.* Business Associate shall notify Department without unreasonable delay and within five (5) business days of Business Associate’s discovery of a Security Breach. The notice to Department shall include the identity of each Individual whose Unsecured PHI was involved in the Security Breach, a brief description of the Security Breach, and any mitigation efforts. To the extent that Business Associate does not know the identities of all affected Individuals when it is required to notify Department, Business Associate shall provide such additional information as soon as administratively practicable after such information becomes available. For purposes of this paragraph, a Security Breach shall be treated as discovered as of the first day on which the Security Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the Security Breach, who is an employee, officer, or other agent of Business Associate).
- b. *Notice to Individuals.* On behalf of Department, Business Associate shall provide written notice of the Security Breach without unreasonable delay, but no later than sixty (60) calendar days following the date the Security Breach is discovered, or such later date as is authorized under 45 C.F.R. § 164.412, to each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed as a result of the Security Breach. For purposes of this paragraph, a Security Breach shall be treated as discovered as of the first

11146-RFP EXHIBIT D**MARICOPA COUNTY****Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
Business Associate Provisions**

day on which the Security Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the Security Breach, who is an employee, officer, or other agent of Business Associate).

The content, form, and delivery of such written notice shall comply in all respects with 45 C.F.R. § 164.404(c)-(d).

Business Associate and Department shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to any Individual, Business Associate shall first provide a draft of the notice to Department. Department shall have five (5) business days (plus any reasonable extensions) to provide comments on Business Associate’s draft of the notice.

- c. *Notice to Media.* On behalf of Department, Business Associate shall provide written notice of a Security Breach to the media to the extent required under 45 C.F.R. § 164.406. Business Associate and Department shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the media, Business Associate shall first provide a draft of the notice to Department. Department shall have five (5) business days (plus any reasonable extensions) to provide comments on Business Associate’s draft of the notice.
- d. *Notice to Secretary.* On behalf of Department, Business Associate shall provide written notice of a Security Breach to the Secretary to the extent required under 45 C.F.R. § 164.408. Business Associate and Department shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the Secretary, Business Associate shall first provide a draft of the notice to Department. Department shall have five business days (plus any reasonable extensions) to provide comments on Business Associate’s draft of the notice.

If a Security Breach involves fewer than five hundred (500) Individuals, Business Associate shall maintain a log or other documentation of the Security Breach that contains such information as would be required to be included if the log were maintained by Department pursuant to 45 C.F.R. § 164.408, and provide such log to Department within five (5) business days of Department’s written request.

- 5. Subcontractors and Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Attachment to Business Associate with respect to PHI.
- 6. Access to Books and Records by Secretary. Business Associate shall make its internal practices, books, and records relating to the use, disclosure, and security

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Business Associate Provisions**

of PHI available to the Secretary for purposes of the Secretary determining Department’s and Business Associate’s compliance with HIPAA.

7. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of (a) a use or disclosure of PHI by Business Associate in violation of the requirements of this Attachment, or (b) a Security Breach.

B. Obligations Relating to Individual Rights

1. Restrictions on Disclosures. Upon request by an Individual, Department shall determine whether the Individual shall be granted a restriction on disclosure of PHI pursuant to 45 C.F.R. § 164.522. Department shall not agree to any such restriction without the prior consent of Business associate if such restriction would affect Business Associate’s use or disclosure of PHI, *provided, however*, that Business Associate’s consent is not required for requests that must be granted under 42 U.S.C. § 17935(a). Department shall communicate any grant of a request to Business Associate. Business Associate shall restrict its disclosures of the Individual’s PHI in the same manner as would be required for Department. If Business Associate receives an Individual’s request for restrictions, Business Associate shall forward such request to Department within five (5) business days.
2. Access to PHI. Upon request by an Individual, Department shall determine whether an Individual is entitled to access his or her PHI pursuant to 45 C.F.R. § 164.524. If Department determines that an Individual is entitled to such access, and that such PHI is under the control of Business Associate, Department shall communicate the decision to Business Associate. Business Associate shall provide access to the PHI in the same manner as would be required for Department. If Business Associate receives an Individual’s request to access his or her PHI, Business Associate shall forward such request to Department within five (5) business days.
3. Amendment of PHI. Upon request by an Individual, Department shall determine whether the Individual is entitled to amend his or her PHI pursuant to 45 C.F.R. § 164.526. If Department determines that an Individual is entitled to such an amendment, and that such PHI is both in a designated record set and under the control of Business Associate, Department shall communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Department. If Business Associate receives an Individual’s request to amend his or her PHI, Business Associate shall forward such request to Department within five (5) business days.
4. Accounting of Disclosures. Upon request by an Individual, Department shall determine whether any Individual is entitled to an accounting pursuant to 45 C.F.R. § 164.528. If Department determines that an Individual is entitled to an accounting, Department shall communicate the decision to Business Associate. Business Associate shall provide information to Department that will enable Department to meet its accounting obligations. If Business Associate receives an

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Individual’s request for an accounting, Business Associate shall forward such request to Department within five (5) business days.

- C. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Attachment or by Applicable Law, Business Associate may:
1. Use or disclose PHI to perform functions, activities, or services for or on behalf of Department, as specified in the Contract, *provided that* such use or disclosure (a) is consistent with Department’s Notice of Privacy Practices, and (b) would not violate Applicable Law if done by Department;
 2. Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
 3. Disclose PHI for the proper management and administration of Business Associate, *provided that* (a) Business Associate obtains 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 notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, or (b) the disclosures are required by law; and
 4. Use PHI to provide Data Aggregation services to Department as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

III. Rights and Obligations of Department**A. Privacy Practices and Restrictions**

1. Upon request, Department shall provide Business Associate with the notice of privacy practices that Department produces in accordance with 45 C.F.R. § 164.520. If Department subsequently revises the notice, Department shall provide a copy of the revised notice to Business Associate.
2. Department shall notify Business Associate of any restriction to the use or disclosure of PHI that Department has agreed to in accordance with 45 C.F.R. § 164.522. Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

- B. Permissible Requests by Department.** Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Department.

IV. Term and Termination

- A. Term.** This Attachment shall become effective upon execution by the Parties and shall supersede any existing Business Associate Agreement among the Parties. The

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requirements of this Attachment shall end upon the termination of the Contract or upon termination for cause as set forth in the following Section IV.B, whichever is earlier.

B. Termination for Cause. Upon any Party’s knowledge of a material breach of this Attachment by another Party, the nonbreaching Party shall have the following rights:

1. If the breach is curable, the nonbreaching Party may provide an opportunity for the other Party to cure the breach or end the violation. Alternatively, or if the other Party fails to cure the breach or end the violation, the nonbreaching Party may terminate this Contract.
2. If the breach is not curable, the nonbreaching Party may immediately terminate this Contract.
3. If termination is not feasible, the nonbreaching Party may report the problem to the Secretary.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI within its possession or control, and all PHI that is in the possession or control of Business Associate’s subcontractors or agents. Business Associate shall retain no copies of the PHI.
2. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Department notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

V. Miscellaneous

A. Electronic Health Records. The Parties agree that Business Associate shall not maintain any “electronic health record” or “personal health record,” as those terms are defined in ARRA, for or on behalf of Department. As such, Business Associate has no obligation to document disclosures that are exempt from the accounting requirement under 45 C.F.R. § 164.528(1)(i)-(ix), and Department agrees not to include Business Associate on any list Department produces pursuant to 42 U.S.C. § 17935(c)(3).

B. Regulatory References. A reference in this Attachment to a section in any Applicable Law means the section in effect or as amended, and for which compliance is required.

C. Amendment. The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for Department to comply with the requirements of Applicable Law. All amendments to this Attachment, except those occurring by operation of law, shall be in writing and signed by both Parties.

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MARICOPA COUNTY

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- D. Survival.** The respective rights and obligations of Business Associate under Section IV.C. of this Attachment shall survive the term and termination of the Contract.
- E. Interpretation.** Any ambiguity in this Attachment shall be resolved in favor of a meaning that permits Department to comply with Applicable Law.
- F. No Third Party Beneficiaries.** Nothing express or implied in this Attachment is intended to confer, nor shall anything herein confer upon any person, other than Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- G. Assignment.** No assignment of rights or obligations under this Attachment shall be made by either Party without the prior written consent of the other Party; provided however, that Business Associate may assign the rights and obligations under this Attachment to an affiliate.
- H. Effect on Agreement.** Except as specifically required to implement the purposes of this Attachment, or to the extent inconsistent with this Attachment, all other terms of the underlying Contract shall remain in force and effect.
- I. Counterparts.** This Attachment may be executed in counterparts, each of which may be deemed an original.

DEPARTMENT NAME
 Wesley W. Bassinger
 PERSON SIGNING (PLEASE PRINT)

 SIGNATURE
 7/12/12
 DATE

MABELLAN BEHAVIORAL HEALTH, INC.
 FIRM NAME
 DAVID SINGER
 PERSON SIGNING (PLEASE PRINT)

 David S.
 SIGNATURE
 6/13/2012
 DATE

MAGELLAN HEALTH SERVICES, 1301 E. COLLINS BLVD. SUITE 100, RICHARDSON, TX 75081

PRICING SHEET: 95238

Terms:	NET 10
Vendor Number:	W000006227 X
Telephone Number:	214/692-3846
Fax Number:	214/692-3846
Contact Person:	William deHaas
E-mail Address:	wfdehaas@magellanhealth.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2018.