

Summary Plan Description

Employee Assistance Program



January 2003 – December 2017

Human Affairs International of California Employee Assistance Program Combined Evidence of Coverage and Disclosure Form

The purpose of this Combined Evidence of Coverage and Disclosure Form is to let you know the terms and conditions of your EAP benefit. You have the right to review this document before you receive EAP services. We encourage you to read this form completely and carefully. If you have any special mental health care needs, you should read carefully the sections of this form that may apply to those needs. **This Combined Evidence of Coverage and Disclosure Form is only a summary of your plan. The EAP plan contract must be consulted to determine the exact terms and conditions of coverage.** A copy of the plan contract will be furnished upon request. If you would like additional information about your EAP benefit, please call us toll-free at the telephone number on the attached Benefit Schedule.

HUMAN AFFAIRS INTERNATIONAL OF CALIFORNIA

300 Continental Boulevard, Suite 240
El Segundo, California 90245
(800) 288-0558

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Introduction

The EAP is a confidential personal consultation program provided through Human Affairs International of California* to help you and your *eligible dependents* deal with personal problems. It is in addition to benefits available under your health benefit plan. You can call us 24 hours a day, seven days a week, via a toll-free telephone number for *crisis counseling* and to obtain referrals to *EAP counselors* and other community resources.

Definitions

Brief counseling: Outpatient counseling that is problem-focused; that emphasizes skills and strengths and encourages practicing new behaviors; that involves setting goals achievable in a one to five month period; that involves interpretation, suggestions, and a framework provided by the counselor; that you may utilize alone or together with others who are important to resolution of your problem.

Crisis counseling: The process of responding to a request for immediate services in order to determine whether an *Emergency* exists and, based on that determination, of making a referral to *Emergency Behavioral Health Services and Care*, to community resources, or to an *EAP counselor*. *Crisis counseling* includes communication with the person in crisis that is focused on defusing the person's severe emotional reaction to a situation in order to enable that person to accept the referral and deal with the immediate crisis without causing harm to self or others.

EAP counselor: A psychologist, clinical social worker, marriage, family and child counselor or other professional who is licensed under the laws of the State of California to deliver counseling services and who is contracted with us to provide EAP services.

Eligible dependent: A person eligible for EAP coverage through his or her relationship with an eligible employee of the *plan sponsor*.

Eligible dependents may include your spouse, your children, your domestic partner, or members of your household. Ask the *plan sponsor* who qualifies as an *eligible dependent* under your EAP.

Emergency Behavioral Health Services and Care: Screening, examination, and evaluation services that are furnished in order to evaluate and/or stabilize an individual experiencing an emergency medical condition (including emergency mental health or substance abuse conditions).

Emergency: A medical condition manifesting itself by acute symptoms of sufficient severity (including pain) that the absence of immediate medical attention could reasonably be expected to result in death or serious bodily (or psychological) harm to you and/or others.

Episode of care: A continuous course of counseling for a specific *problem* or set of *problems*, up to the number of *sessions* allowed by your EAP.

Fraud: Knowingly making, or causing or permitting to be made, false statements in order for you or another person to obtain EAP services or payment to which you or the other person are not entitled. *Fraud* includes any act that constitutes fraud under applicable federal or state law.

Grievance: The same as complaint.

Grievant: The same as complainant, the person who files a grievance, which may include you, a representative designated by you, or other individual with authority to act on behalf of you.

Plan sponsor: The employer that contracts with us to provide EAP services to its employees and their *eligible dependents*.

*Human Affairs International of California is a subsidiary of Magellan Health Services, Inc. that provides services in California and is licensed by the California Department of Managed Health Care.

Problem: A specific personal issue, concern, or type of matter or situation for which you obtain assistance from the EAP in attempting to resolve.

Session: A fifty (50) minute visit by one or more participants, individually or with members of his/her family, with an **EAP counselor** to discuss personal problems.

Us, We, Our: Human Affairs International of California, your EAP program administrator.

You, Your: The person eligible for EAP services as an employee of a **plan sponsor**.

Eligibility and Coverage

Ask your **plan sponsor** who is eligible to receive EAP services.

❖ Start and end of coverage

If you are eligible, your coverage begins on the first day of your employment by the **plan sponsor** and remains in effect so long as you are still eligible and our contract with the **plan sponsor** remains in effect. If your coverage ends after you have received your first **session** with the **EAP counselor**, but before you have received the full number of **sessions** for which you are eligible, you may still receive the full number, as clinically appropriate. If your coverage ends, regardless of the reason, you do not have any right to renewal or reinstatement except as described below under Individual Continuation of Group Benefits.

❖ Termination of benefits

In most cases, your coverage will end when our contract with the **plan sponsor** terminates. There are also some circumstances when your coverage may end even though the contract remains in effect, for example, when you are no longer eligible to receive EAP benefits as an employee of the **plan sponsor** or an **eligible dependent** or we no longer want to provide services to you because of your conduct as described below. Your coverage cannot be canceled or not renewed because of your health status or your use of the EAP. If you think this has happened, you may request review by the Director of the California Department of Managed Health Care and/or call us at the toll-free number on the attached Benefit Schedule or send us a written complaint as described below.

- Termination of contract with **plan sponsor** for nonpayment – If the **plan sponsor** fails to pay our fees, we may terminate the contract for nonpayment. We will first give the **plan sponsor** 15 days notice of our intent to terminate the contract for non-payment. If payment is not received within those 15 days, we will terminate the contract; the **plan sponsor** will furnish you notice of the termination and coverage will terminate 15 days after the notice to you. After termination, we will permit reinstatement of the contract as if it had not been terminated once during any 12-month period if the **plan sponsor** pays the delinquent fees before the next payment date.
- Loss of eligibility -- Your coverage will end on the day you cease to be eligible under your **plan sponsor's** eligibility criteria (for example, if you separate from your **plan sponsor** or are no longer an **Eligible Dependent**). (See also the section below on Individual Continuation of Group Benefits.)
- Termination of coverage based on your conduct:
 - We reserve the right to cancel your coverage for **fraud** or deception in the use of EAP services. ("**Fraud**" means knowingly making, or causing or permitting to be made, false statements in order for you or another person to obtain EAP services or payment to which you or the other person are not entitled. **Fraud** includes any act that constitutes fraud under applicable federal or state law.) . Cancellation is effective immediately on the date we mail notice of cancellation, unless the notice specifies a later date.
 - We also reserve the right to cancel your coverage for if you threaten the safety of our employees, our **EAP counselors**, or others eligible for or receiving EAP services or if

your repeated behavior has substantially interfered with our ability to furnish or arrange services for you or others or the ability of an **EAP counselor** to provide services to others. Termination is effective fifteen (15) days after notice is sent to you.

If we cancel your coverage based on your conduct, you forfeit all continuation rights described below under Individual Continuation of Group Benefits and to coverage under any of our programs in the future.

❖ **Dependent coverage**

Your *eligible dependents* are covered during the same time you are.

Prepayment Fees

Your *plan sponsor* pays us the full cost of the EAP, including services provided to you. You have no obligation to pay any amount to enroll in the EAP or to obtain EAP services; there are no premiums, co-payments, co-insurance, or deductible payments applicable to EAP services.

Other Charges

Your *plan sponsor* pays us the full cost of the EAP, including services provided to you. You have no obligation to pay any amount to enroll in the EAP or to obtain EAP services; there are no premiums, co-payments, co-insurance, or deductible payments applicable to EAP services.

Reimbursement Provisions

Because we pay the **EAP counselors**, you do not have to file any claims for EAP services. All **EAP counselors** are under contract with us. By law, every contract between us and our **EAP counselors** provides that you will not be liable to the counselor for EAP services you receive, even if the counselor does not receive payment from us. You should not make an agreement with any **EAP counselor** to pay the counselor for EAP services. You will be responsible to pay for the services if you and the **EAP counselor** decide additional services not covered by the EAP are necessary, if you obtain EAP services from a counselor who does not have a contract with us, or if you access a contracted **EAP counselor** directly, without first calling us at the toll-free number to request EAP services. Sometimes your group health plan will cover these costs. You should check whether your group health plan covers the cost of health care services to which you are referred. The decision to use any outside resources will be up to you. If, in the unlikely event of a mistake, the **EAP counselor** requires you to pay for EAP services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Human Affairs International of California, at the address on the first page, so that we can arrange for your reimbursement.

Confidentiality

The EAP is designed as a confidential program and we are committed to protecting your privacy. Your confidentiality is protected by law. In most cases, EAP counseling offices are located away from the worksite. The discussions you have with your **EAP counselor** will not be disclosed to anyone outside the EAP without your written consent, except in the specific instances required or permitted by law (for example, where child abuse or elder abuse must be reported). You are encouraged to discuss the rules of confidentiality (and the exceptions) directly with your **EAP counselor**. A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Description of EAP Services

The EAP provides personal consultation services to assist you in resolving a range of personal problems, including, but not limited to:

- work-related issues
- parenting concerns
- marriage and family distress
- relationship issues
- use and misuse of alcohol and drugs, and co-dependency issues
- stress related to financial and legal problems
- emotional stress
- life crises
- other similar personal problems

The personal consultation services consist of:

- an assessment of your problem by a licensed mental health professional, and, as clinically appropriate:
- **brief counseling**; or
- a referral to a resource in your community for treatment. If you are referred for treatment beyond the personal consultation services, with your permission, we may also follow up to monitor the effectiveness of the assistance you receive.

See the attached Benefit Schedule for the number of *sessions* in your program.

The EAP personal consultation service includes only assessment, **brief counseling**, referral to treatment providers for longer-term or specialized treatment, and follow-up on referrals. You and your **eligible dependents** are eligible to receive up to the number of *sessions* per problem indicated on the attached Benefit Schedule, as clinically appropriate. If the **EAP counselor** determines after one or two sessions that your problem or condition cannot be resolved in **brief counseling**, the **EAP counselor** will assist you in transitioning out of the EAP to a provider who is appropriate for your problem or condition. At that point, no further EAP sessions are available, except in connection with transition to another provider. This may occur, for example, if the **EAP counselor** assesses that you have a problem or condition that requires more *sessions* than the number available under the EAP or that you have a condition that requires treatment by a psychiatrist.

Exclusions

Your EAP does not provide or pay for:

- Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis)
- Inpatient treatment
- Services by providers who are not part of our **EAP counselor** network
- EAP *sessions* that were not accessed through our toll-free telephone number for the particular **Episode of care**
- Psychological, psychiatric, neurological, educational, or IQ testing
- Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation

- Medication, medication management. If you have a mental health or substance abuse condition for which medication is required, you must see a doctor to prescribe the medication and oversee your use of the medication.
- Evaluations for fitness for duty or excuses for leaves of absence or time off
- Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), obtaining any kind of insurance coverage
- Court-mandated counseling, evaluations required by a state or federal judicial officer or other governmental official or agency or to be used in legal actions of any kind (for example, child custody proceedings)
- Testimony in legal proceedings, creation of records for legal proceedings or other preparation for legal proceedings
- Guidance on workplace issues when you sue, or threaten to sue, your *plan sponsor*
- Acupuncture
- Biofeedback and hypnotherapy

In addition, referrals given in connection with EAP services are not endorsements or guarantees for the programs or providers to which you are referred. You are encouraged to discuss any concerns about resources with your *EAP counselor*.

Access to Services

To access employee assistance services, you must call us at the toll-free number on the attached Benefit Schedule for the particular *episode of care*. Our customer service representatives and care managers are available to take your call 24 hours/day, 365 days/year.

❖ Personal consultation services

If you are seeking consultation about a personal problem, our customer service representative or care manager will ask you to briefly describe the problem for which you are seeking assistance. If you want to be seen by an *EAP counselor*, we will give you information about *EAP counselors* in the area where you would like to be seen. If you like, you may review a list of *EAP counselors* on our website, www.MagellanHealth.com, before you call. After we set up an EAP case for you, you may schedule an appointment with the *EAP counselor* for a time convenient to you and the *EAP counselor*. *EAP counselors* have office hours during normal business hours; some *EAP counselors* are open during evenings and weekends. If you cannot keep a scheduled appointment with the *EAP counselor* – whether the first appointment or a later appointment – you must notify the counselor’s office at least 24 hours before the appointment time.

❖ Crisis services – What to do in an Emergency

If you have an emergency medical condition that requires emergency treatment, we recommend that you go immediately to the nearest hospital emergency room or trauma center or call “911” or the appropriate local telephone number for emergency services. In crisis situations, you may call us, toll-free, any time, day or night, 7 days a week, for *crisis counseling*. A licensed counselor will speak with you about your current situation. If you are in need of *Emergency Behavioral Health Services and Care*, the counselor will direct you to an appropriate resource in your community. The EAP does not cover medical care.

Choice of Providers

❖ Our provider network

EAP services are available only through the network of independent *EAP counselors* with whom we have contracted. Each *EAP counselor* has at least a master's level degree in a behavioral health field, a current, valid license to practice behavioral health, and professional behavioral health experience. *EAP counselors* most frequently include social workers, psychologists, and marriage and family therapists. Because EAP services are designed to assist with problems that do not require psychiatric treatment, *EAP counselors* are rarely psychiatrists. However, a small number of psychiatrists are *EAP counselors*; you may utilize those *EAP counselors* just the same as other *EAP counselors*. We pay our contracted *EAP counselors* for their services on a fee-for-service basis; we do not use any financial incentives for the *EAP counselors* to reduce or limit their services to you. If you would like more information about our provider network, you may contact us at the toll-free number on the attached Benefit Schedule or check online at www.MagellanHealth.com.

❖ Your Liability for payment

If you choose to obtain EAP services from a counselor who is not on our provider network, you will be responsible to pay for the services.

❖ Choosing or changing a provider

Only *EAP counselors* on our network of providers are eligible to provide EAP services. You may review a list of our *EAP counselors* in your area at any time. However, you must call us at the toll-free number for a referral for EAP services (see Access to Services section). To obtain a list of *EAP counselors*, call the toll-free telephone number on the attached Benefit Schedule, write to the Network Department at the address on the first page, or check online at www.MagellanHealth.com. Because we update the list on a regular basis, it is subject to change without notice. If you are dissatisfied with your *EAP counselor*, we will make another *EAP counselor* available to you, whenever possible. Simply call the toll-free number on the attached Benefit Schedule. We do not guarantee the initial or continued availability of any particular *EAP counselor*.

❖ Continuation after *EAP counselor* leaves our provider network

If we terminate our contract with the *EAP counselor* you are seeing, but you wish to continue to see the *counselor* to complete your EAP services, in most cases, you may do so, provided that additional EAP *sessions* are available and clinically appropriate. You may simply continue seeing the counselor, without seeking our approval. However, we will contact you to arrange for referral to another contracted counselor in the following circumstances:

- If your *EAP counselor* refuses to continue to see you on the same terms and conditions after termination of his/her contract, or
- If we terminate your *EAP counselor* because of *fraud*, criminal activity, or incompetence or unprofessional conduct likely to be harmful to client safety or to delivery of client care.

❖ Continuation with a non-contracted provider when you become eligible for our EAP services

If you are receiving EAP services through another EAP organization when your employer switches EAP vendors to us, it is likely that the other organization will continue to cover that *episode of care* until its completion. However, if at the time of the switch, you have not completed an *episode of care* from a provider not contracted with us for an acute, serious, or chronic mental health condition, upon your request, we may allow you to complete the *episode of care* with the non-contracted provider. In deciding whether to allow a provider not contracted

with us to furnish you EAP services, we will take into account the severity of your condition, the amount of time needed to transition to a new, contracted *EAP counselor*, and the willingness of the provider to agree to our standard provider contract. If you would like information about continuing with a non-contracted provider when you switch to our EAP, call the toll-free number on the attached Benefit Schedule.

Facilities

In most areas, the offices of our *EAP counselors* are located close to where you work or live. To find out the locations of *EAP counselors*, call the toll-free number on the attached Benefit Schedule or check our website at www.MagellanHealth.com.

Second Opinions

If you have questions about the *EAP counselor's* assessment of your problem or the action plan developed with the *EAP counselor* or if the *EAP counselor* is unable to make an assessment, you may contact us to discuss the assessment or action plan. You may also contact us to discuss any concerns or questions you have if your problem is not improving within an appropriate time period. After discussing the issues with our care manager, you may request a second opinion. If we determine a second opinion is clinically appropriate and you have EAP *sessions* left, our care manager will refer you to an appropriately qualified professional -- a licensed behavioral health care provider acting, within the scope of his or her practice, who has a clinical background, including training and expertise, in connection with the condition or conditions for which you request a second opinion -- who will provide a second opinion. In a case involving an imminent, serious health threat, we will process your request on an expedited basis. If you would like additional information regarding the availability of a second opinion, call us toll-free at the number on the attached Benefit Schedule or write to us at the address on the first page.

Disputes and Grievances

If you have a grievance regarding any of our services or the services of any *EAP counselor*, or you have a dispute about our services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Human Affairs International of California, at the address on the first page.

You may make your grievance by telephone or in writing or online through www.MagellanHealth.com. You may request a grievance form to submit your grievance in writing. If you need assistance completing the grievance form, please contact us at the toll-free number on the attached Benefit Schedule. If possible, we will respond to your inquiry immediately. If we receive a telephonic or e-mail complaint and are unable to resolve it by the next business day, we will provide you with written acknowledgement within five (5) calendar days. When you register a complaint or grievance with us by telephone, we will ask you whether it is okay to send our acknowledgement and resolution to you by mail. You may request telephonic follow-up, written follow-up or no follow-up at all. We will honor your request. We will resolve your grievance within thirty (30) calendar days following our receipt of your complaint. We will offer you a resolution in writing, explaining the reasons for our resolution.

If your complaint or grievance is of an urgent nature you may call us at the toll-free number on the attached Benefit Schedule and let us know that you have an urgent grievance. (An urgent complaint or grievance is a complaint or grievance that involves an imminent and serious threat to your health, including but not limited to, severe pain, potential loss of life, limb, or major bodily function.) We will conduct an expedited review and provide you with a written statement

of our resolution within three (3) calendar days of receipt of the complaint or grievance. You have the right to immediately contact the California Department of Managed Health Care; you do not have to participate in our grievance process before asking the Department of Managed Health Care to review your urgent complaint or grievance.

Department of Managed Health Care

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at the **toll-free number on the attached Benefit Schedule** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's Internet Web site <http://www.hmohelp.ca.gov/> has complaint forms, IMR application forms and instructions online.

Provisions Regarding Fraud

We have put in place an anti-fraud program to detect, deter, and fully investigate suspected *fraud* on the part of our counselors, affiliates, staff and/or members. To maximize protection against *fraud*, we have an anti-fraud hotline to allow you and all of our providers, affiliates, and staff to report suspicions of *fraud*. If you suspect *fraud* related to submission of claims or other activities related to your EAP benefit, please contact our anti-fraud hotline at 1-800-443-5704.

Public Policy Participation

If you are interested, you can have a voice in our policy-making process. We maintain a Public Policy Committee that meets on a quarterly basis to establish the public policy for us. Call us with your ideas and/or your interest in serving on the Public Policy Committee at 1-800-424-1565 ext. 7109 or write to Human Affairs International of California, Public Policy Committee at 300 Continental Boulevard, Suite 240, El Segundo, California 90245.

Organ Donations

We encourage you to consider making a commitment to organ or tissue donation and to talk to your family or next of kin about your decision. When you donate an organ or tissue, you give someone else the chance to live. For information about how to become an organ donor, you can contact Health Resources and Services Administration (HRSA) at <http://www.organdonor.gov/> or HRSA, U.S. Department of Health and Human Services, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857, or the Coalition on Donation at coalition@shareyourlife.org or 700 North 4th Street, Richmond, VA 23219.

Renewal Provisions

The contract with your *plan sponsor* is renewable at the option of the *plan sponsor*. We may change our fees, services, or the terms of the contract with your *plan sponsor* on any renewal of the contract unless otherwise mandated by law. If we do make any changes, we will give your *plan sponsor* at least 30 days advance notice of the change. While the number or type of EAP

sessions you receive may change in such cases, it is unlikely that your eligibility for EAP services will be affected. We can choose not to renew at all if the *plan sponsor* fails to pay our fees, commits *fraud* or intentionally misrepresents material facts, or fails to comply with a material provision of the contract. If we choose to cancel or not renew the EAP contract with your *plan sponsor*, your *plan sponsor* will notify you at least 15 days prior to the termination date.

Individual Continuation of Group Benefits

You and/or members of your family may be able to continue coverage for EAP services on an individual basis, at your/their cost, after termination of your employment or other loss of your eligibility, break-up of your family, or your death under the federal COBRA law. If you have questions whether COBRA continuation benefits are available in connection with the EAP, ask your *plan sponsor*.

Further Information

Your *plan sponsor* may provide brochures and other materials on the EAP. In addition, our website, www.MagellanHealth.com, has information about EAP services. If there are slight variances between the website or the materials furnished by your *plan sponsor* and this form, this form should be regarded as more accurate. If you desire more information, call us toll-free at the number on the attached Benefit Schedule.

Your Responsibilities

This document has identified our responsibilities in providing EAP services to you and your family. Our effectiveness is enhanced when you also understand your responsibilities when using our EAP services.

- You have the responsibility to give the *EAP counselor* the information he or she needs, so the *EAP counselor* can deliver the best possible care.
- You have the responsibility to ask your *EAP counselor* questions about your care, so you understand your care.
- You have the responsibility to follow your counseling plan. The plan of care is to be agreed upon by you and the *EAP counselor*.
- You have the responsibility to keep your appointments. If you cannot keep an appointment, you must call your *EAP counselor's* office at least 24 hours before the appointment time.
- You have the responsibility to let your *EAP counselor* know when the counseling plan is not working for you.
- You have the responsibility to report *fraud* to us.
- You have the responsibility to openly report concerns about quality of care.
- You have the responsibility to treat those giving you care with dignity and respect.

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SCHEDULE OF BENEFITS

EAP Services

- Personal consultation (assessment and *brief counseling* or referral, as appropriate) with an *EAP counselor* -- Up to 6 *sessions* per *problem* per year, as clinically appropriate
- Follow-up

Toll-Free Telephone Number for service access, questions about the EAP, the availability of a second opinion, and complaints: 1-800-523-5668

There are no premiums, copayments, coinsurance, or deductible payments.