

**U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA (“USBHPC”)
EMOTIONAL WELLBEING SOLUTIONS
595 MARKET STREET, 23rd FLOOR
SAN FRANCISCO, CA 94105**

**Combined Evidence of Coverage
and Disclosure Form**

Emotional Wellbeing Solutions (EWS)

Effective Date: January 1, 2025

This Combined Evidence of Coverage and Disclosure Form (“EOC”) discloses the terms and conditions of coverage. However, the EOC constitutes only a summary of your Emotional Wellbeing Solutions, an employee assistance program. The document entitled "Emotional Wellbeing Solutions Agreement" must be consulted to determine the exact terms and conditions of your coverage. A specimen copy of the Emotional Wellbeing Solutions Agreement will be furnished upon request. You are automatically enrolled for coverage in this Emotional Wellbeing Solutions by your employer, however, to the extent that you are not automatically enrolled, you have the right to review this EOC prior to enrollment. If you have special health care needs, read this EOC completely and carefully to determine if this benefit provides coverage for your special needs.

**595 Market Street, 23rd Floor
San Francisco, CA 94105**

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Article 1 Definitions

1.1 Behavioral Health Professional.

A person who may hold a clinical master's degree in behavioral health that is licensed in his or her field and operates in a non-clinical capacity.

1.2 Counseling.

A therapeutic clinical process based on face-to-face interaction between a Participant and/or a Participant's family and a practitioner and/or other persons with similar clinical conditions for the purpose of identifying the Participant's problems and needs, setting goals and interventions, resolving problems, and promoting new behaviors.

1.3 Covered Services.

Emotional Wellbeing Solutions ("EWS") services that are covered under the terms of the EWS Benefit Plan, as set forth in the EWS Benefit Plan Summary.

1.4 Department.

"Department" means the California Department of Managed Health Care.

1.5 Dependent.

Dependent shall mean an individual who is a member of your household.

1.6 Emotional Wellbeing Solutions or "EWS".

An employee assistance program designed to assist Participants in finding solutions for personal and workplace problems as described in Article 2 of this Combined Evidence of Coverage and Disclosure Form.

1.7 EWS Benefit Plan.

The services to which Participants are entitled under this Combined Evidence of Coverage and Disclosure Form, as such document may be amended from time to time.

1.8 EWS Benefit Plan Summary.

The Summary of Covered Services, Exclusions and Limitations applicable to the EWS. The Benefit Plan Summary is attached to this Combined Evidence of Coverage and Disclosure Form.

1.9 Exclusions and Limitations.

Any service listed or described as excluded in this Combined Evidence of Coverage and Disclosure Form.

1.10 Expedited Review of Grievances.

The written procedures established by USBHPC to resolve Participant grievances involving an imminent and serious threat to the health of the clients, including but not limited to, severe pain, potential loss of life, limb, or major bodily function. These are set forth in Article 3 of this Combined Evidence of Coverage and Disclosure Form.

1.11 Grievance Procedure.

The written procedures established by USBHPC to resolve Participant and provider grievances, as set forth in Article 3 of this Combined Evidence of Coverage and Disclosure Form.

1.12 Independent Medical Review.

The state regulatory processes available to the Participant in addition to USBHPC's grievance process to resolve a disputed health care service, as set forth in Article 3 of this Combined Evidence of Coverage and Disclosure Form.

1.13 Limited English Proficient (LEP)

A Participant who has an inability or a limited ability to speak, read, write, or understand the English language at a level that permits that individual to interact effectively with health care providers or USBHPC employees.

1.14 Participant.

An employee, or a dependent of an employee, who is entitled to benefits or coverage under the terms and conditions of the EWS Benefit Plan.

1.15 Participating Provider.

A Provider that has entered into a contract with USBHPC to provide Covered Services to eligible Participants.

1.16 Provider.

Any Practitioner who or that is qualified and duly licensed or certified by the State of California to furnish EWS services to Participants.

1.17 Telehealth.

The mode of delivering services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care while the patient is at the originating site and the licensed health care provider is at a distant site. Telehealth facilitates patient self-management and caregiver support for patients and includes synchronous interactions and asynchronous store and forward transfers.

In applying the above definition, "asynchronous store and forward," "distant site," "originating site," and "synchronous interaction" shall have the following meanings:

- "Asynchronous store and forward" means the transmission of a patient's medical information from an originating site to the licensed health care provider at a distant site without the presence of the patient.
- "Distant site" means a site where a licensed health care provider who provides Covered Services is located while providing these services via a telecommunications system.
- "Originating site" means a site where a patient is located at the time Covered Services are provided via a telecommunications system or where the asynchronous store and forward service originates.
- "Synchronous interaction" means a real-time interaction between a patient and a licensed health care provider located at a distant site.

1.18 Total Monthly Fee(s).

The fee(s) for Covered Services rendered under the Agreement between us and your employer.

**Article 2
Emotional Wellbeing Solutions**

Your employer or plan administrator has selected USBHPC to provide a benefit called an Emotional Wellbeing Solutions (EWS). The EWS benefit is available to you and your dependents to receive confidential help for a wide range of personal and work-related concerns. You can receive a referral to a licensed behavioral health professional for a specific number of face-to-face, virtual, or text-based Counseling sessions (as specified in the attached EWS Benefit Plan Summary) covered under your EWS Benefit Plan, and/or receive assistance in identifying appropriate community resources.

2.1 How to Access Care.

Participants can call USBHPC's toll-free number at **(866) 248-4096**, 24 hours a day, seven days a week. When Participants call USBHPC, Participants will be immediately connected to a skilled Behavioral Health Professional who will help Participants find the right resource for his or her particular situation. The Behavioral Health Professional may request some general information beginning with the Participant's name, social security number, employer, home and work telephone numbers, home address, date of birth, as well as a brief description of the Participant's reason for seeking assistance. The Behavioral Health Professional will work with the Participant to identify a licensed professional

who best meets the Participant’s needs, e.g. close to the Participant’s work or home, who can help the Participant sort through his or her concerns and make next step decisions in treating the issues he or she has described, and who is part of USBHPC’s network of Participating Providers. Special needs will be addressed.

For Participants with limited English proficiency (“LEP”), USBHPC will provide language assistance services to ensure that LEP Participants are able to communicate effectively with USBHPC personnel in their preferred spoken language, are able to obtain written communication from USBHPC in a threshold language, and are able to either be referred to Participating Providers who have attested to fluency in the LEP Participant’s own language or be provided with interpretation services at the Counseling session. Language assistance services will be provided at no cost to the LEP Participant.

2.2 Range of Services.

USBHPC offers a full range of assessment and referral services to Participants through the EWS. These include individual, couple, and family assessments for most types of personal problems including:

- | | |
|-----------------------|--------------------------|
| Single Parenting | Marital Problems |
| Eating Disorders | Sexual Problems |
| Dual Careers | Retirement Concerns |
| Anxiety | Career Change |
| Depression | Financial/Legal Concerns |
| Parent-child Conflict | Physical Abuse |
| Job "Burnout" | Alcohol or Drug Problems |
| Work Related Problems | Problems of Adolescence |
| Life Transition | Stress |
| Aging Parents | Compulsive Gambling |
| Death & Dying | |
| Unresolved Grief | |

Some services may be available via telehealth modality. Telehealth services are optional, and you can choose whether you prefer to receive services via telehealth modality or in-person.

When a provider has a physical office location and also offers telehealth modality, you may choose the modality in which you receive behavioral health services in agreement with the provider.

Instructions on how to access and utilize telehealth services are provided to you by the Provider utilizing telehealth modality to deliver services.

Coverage for services appropriately delivered through telehealth are covered on the same basis and to the same extent that we are responsible for coverage for the same service through in-person diagnosis, consultation, or treatment.

2.3 Community Resources.

Eligible Participants can also receive a referral through the EWS to services offered by the community and other local resources such as:

- a) Dependent care and related referral services, including resources for childcare, as well as for elderly or disabled Participants;
- b) Legal consultation, including a free consultation with an attorney and a follow-up referral to a conveniently located attorney at a discounted fee;
- c) Financial consultation, ranging from individual sessions focusing on personal finances, to seminars covering such issues as saving for college and retirement planning; and
- d) Self-help groups.

2.4 Confidential Services.

USBHPC believes in the importance of maintaining the confidentiality of EWS services. All information received by Optum from or for Participants, including family and health information, referrals, and evaluations, are kept confidential in accordance with federal and state laws. USBHPC does not disclose Participant information to anyone without explicit written instructions from the Participant, or as otherwise required or permitted by law.

Participants (or their authorized representatives), have the right to inspect their medical records and provide USBHPC, in writing, with corrections to any item or statement that the Participant believes to be incomplete or incorrect in their medical records.

- a) Corrections for each incomplete or incorrect item in the Participant's record are limited to two hundred and fifty (250) words.
- b) The Participant must also clearly state in writing that the Participant wishes his or her written corrections to be made part of his or her record.
- c) USBHPC will attach the Participant's corrections to the Participant's records and include such corrections whenever USBHPC makes a disclosure of the incomplete or incorrect portion of a Participant's records to any third party.

Your Right to Receive Confidential Communications Related to Receipt of Sensitive Services

California Law gives members certain rights regarding communications received from health insurance companies and health plans regarding the receipt of sensitive services. The law recognizes the importance of maintaining the privacy of this information for members, including minors, who might be vulnerable if it were shared.

This law ensures that these communications are sent to the person who received the treatment or care instead of the plan subscriber.

The law also gives members the right to request that we send communications in a different format or to a different address.

Sensitive Services Subject to this Law. "Sensitive services" refers to all health care services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence.

The communications subject to this law include the following written, verbal, or electronic communications related to the receipt of sensitive services:

- The name and address of a provider, description of services provided, and other information related to a visit.
- Any written, oral, or electronic communication that contains protected health information.

To submit a confidential communication request please call the number on the back of your health plan ID card or visit the State Notices section of your health plan's website.

A STATEMENT DESCRIBING USBHPC'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO PARTICIPANTS UPON REQUEST.

2.5 Participant Coverage/EWS Benefit Plan Summary.

The EWS offers coverage for up to **five (5)** Counseling visits/sessions per Participant per problem per year at no charge to you. All visits must be pre-certified by a USBHPC Behavioral Health Professional and provided by a Participating Provider to ensure coverage under the EWS Benefit Plan.

2.6 Exclusions and Limitations.

No payment will be made by USBHPC for any of the following:

- a) Physician services, including services from a psychiatrist
- b) Hospital services (inpatient and outpatient services)
- c) Diagnostic laboratory and diagnostic and therapeutic radiological services
- d) Home health services
- e) Emergency health care services
- f) Drugs and medications

2.7 Choice of Providers.

Each Participant who requests that Covered Services be provided will be assigned by USBHPC to a Participating Provider who will coordinate the Covered Services to be received by the Participant from that Participating Provider. If a Participant desires to change his or her assignment to a particular Participating Provider, the Participant should inform USBHPC. USBHPC will consider all such requests and will allow Participant to change to another available Participating Provider.

If your Participating Provider is terminated by USBHPC from the Participating Provider network, you may request that USBHPC arrange for the continuation of Covered Services for up to ninety (90) days from the Participating Provider's date of termination. Continuation of Covered Services will allow appropriate time for you to transition to another Participating Provider. Continuation of Covered Services is subject to Counseling session maximum per problem each year in accordance with the EWS Benefit Plan Summary and only applies if you have an acute condition, serious chronic condition or are pregnant.

2.8 Prepayment Fees.

The employer prepays all applicable monthly fees for coverage under the EWS. EWS benefits are available at no charge to Participants.

2.9 Liability of Participant for Payment.

If a Participant chooses to obtain EWS services from a provider other than a Participating Provider that has been arranged by USBHPC, the Participant will be liable for payment for such services, even if the services would otherwise have qualified as Covered Services, unless USBHPC gives prior written authorization for the receipt of such services by the Participant from such provider. No loss of benefits shall ensue to Participants who change from one Participating Provider to another Participating Provider with USBHPC's approval.

2.10 Eligibility and Renewal.

To be eligible to enroll for the EWS, Participants must meet the eligibility requirements established by the employer in accordance with the contract between the employer and USBHPC (the "Emotional Wellbeing Solutions Agreement"). The Emotional Wellbeing Solutions Agreement is available for review upon request. Each Participant becomes eligible for coverage upon the employer's payment of a Total Monthly Fee paid on behalf of the Participant. After the initial term of the Emotional Wellbeing Solutions Agreement, coverage will automatically renew for [twelve (12) – twenty-four (24) – thirty-six (36)] month terms unless canceled.

2.11 Termination of Coverage.

Your coverage will terminate upon your employer's determination that you do not meet the eligibility requirements established by your employer, or if the Emotional Wellbeing Solutions Agreement terminates for any reason, including if your employer has failed to pay the Total Monthly Fee. USBHPC may terminate the Emotional Wellbeing Solutions Agreement if your employer has failed to pay the Total Monthly Fee when it is due and USBHPC has notified and billed your employer for such Total Monthly Fee. If your coverage terminates, or if the Agreement is terminated

due to your employer's failure to pay the Total Monthly Fee when due, and you are undergoing treatment for an ongoing condition at the time of such termination, we shall continue to be financially responsible only for those EWS services provided after such termination that had already received prior written certification as Covered Services, and had already commenced, as of the date of such termination. Your employer will provide you with written notice if your employer and USBHPC mutually agree to terminate the Emotional Wellbeing Solutions Agreement, or if the Agreement is terminated for other reasons.

2.12 Reinstatement.

While the Emotional Wellbeing Solutions Agreement is in effect, the employer determines the eligibility of all Participants, including reinstatement if a Participant's coverage has terminated for any reason.

2.13 Director Review of Termination.

Any Participant, who in good faith believes that his or her coverage was terminated or not renewed because of the Participant's health status or requirements for health care services, may request a review of the termination or non-renewal by the California Department of Managed Health Care. If the Director determines that a proper complaint exists under Section 1365 of the California Health and Safety Code, the Director will notify USBHPC of that fact. USBHPC must, within fifteen (15) days after receipt of the notice, either request a hearing or reinstate the Participant. If, based on the hearing, the Director determines that the termination or non-renewal is contrary to applicable law, the Participant must be reinstated retroactive to the time of the termination or non-renewal. Under such circumstances, USBHPC would be liable for the expenses incurred by the Participant after the termination or non-renewal for EWS services that would otherwise have received certification as Covered Services.

2.14 Compensation of Providers.

USBHPC will be responsible for compensating Participating Providers for Covered Services provided to Participants in accordance with the requirements of any contract between USBHPC and the provider. Participating Providers bill USBHPC directly for services rendered. All contracts between USBHPC and Participating Providers require that, in the event USBHPC fails to pay the Participating Provider for Covered Services for which USBHPC is financially responsible, no Participant will be liable to the Participating Provider for such non-payment.

Article 3 Grievance Procedures

3.1 Grievance Procedures.

Every Participant has the right to communicate a complaint to USBHPC either by telephone at (866) 230-9846, by email, by online through USBHPC's internet website, or in writing to the:

Grievance Coordinator
U.S Behavioral Health Plan, California
595 Market Street, 23rd Floor
San Francisco, CA 94105

A complaint must be communicated in the method stated above within 180 calendar days of the initial non-authorization or the event giving rise to the complaint.

An exception to the one hundred and eighty (180) calendar day filing requirement can be made by the Complaint Coordinator on the basis of either a telephone call or written request by the complainant which reasonably explains their inability to meet the filing deadline (e.g. Participant seeking a second opinion or a medical condition precluded Participant from making complaint).

USBHPC will provide the Participant with written acknowledgment within five (5) calendar days of such receipt of the complaint, including the date received, the name, telephone number and address of a representative of USBHPC who may be contacted regarding the status of the complaint. USBHPC will investigate the complaint and resolve it. All complaints by Participants concerning the adequacy or competency of clinical services will be immediately

referred to the USBHPC Medical Director. A Participant will receive written notification of the resolution of his or her complaint within thirty (30) calendar days of USBHPC's receipt of the complaint. USBHPC will supply the Participant with its Grievance Procedure and complaint forms upon request.

The limited English proficient ("LEP") Participant has the right to free language assistance services. If requested by the LEP Participant, USBHPC provides assistance in the filing of any complaint including assisting the LEP Participant with access to an interpreter.

Complaint acknowledgment and resolution letters are sent in English with a notice informing Participants of the availability of free language assistance services. These services include oral interpretation and, for grievance documents, translation services in the most frequently spoken languages.

3.2 Expedited Review of Grievances.

For Participant grievances involving an imminent and serious threat to the health of the Participant, including but not limited to, severe pain, potential loss of life, limb, or major bodily function, USBHPC shall immediately inform the Participant, in writing, of the Participant's right to notify the Department and provide the Participant and the Department with a written statement on the disposition or pending status of the grievance no later than three (3) calendar days from receipt of the grievance.

3.3 Request for Voluntary Mediation and DMHC Review of Grievances.

In addition to your other rights set forth in Article 3, you, or an agent acting on your behalf, may request voluntary mediation with USBHPC prior to exercising your right to submit a grievance to the Department of Managed Health Care. The use of mediation services shall not preclude your right to submit a grievance to the Department upon completion of mediation. In order to initiate mediation, you, or the agent acting on your behalf, and USBHPC shall voluntarily agree to mediation. Expenses for mediation shall be borne equally by both sides. The Department shall have no administrative or enforcement responsibilities in connection with the voluntary mediation.

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 (1-866-230-9846) 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 USBHPC related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department's Internet Web site <http://www.dmhc.ca.gov> has complaint forms, IMR application forms and instructions online.

Article 4 Public Policy Committee

USBHPC has established a Public Policy Committee, which participates in establishing public policy for USBHPC's EWS including, but not limited to, the comfort, dignity and convenience of Participants. For more information about the Public Policy Committee and Participant participation, interested parties may write to the Chair of the Public Policy Committee at 3111 Camino del Rio North, Suite 800, San Diego California, 92108, Attention: Compliance Department.

U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA
EWS BENEFIT PLAN SUMMARY

Emotional Wellbeing Solutions - Up to one (5) Visits

COVERED SERVICES: EWS

BENEFITS: Visits 1-5, \$0 Copayment

Up to Five (5) Visits per Participant per problem per Calendar Year

Exclusions and Limitations

No payment will be made by us for:

1. Physician services, including services from a psychiatrist
2. Hospital services (inpatient and outpatient services)
3. Diagnostic laboratory and diagnostic and therapeutic radiological services
4. Home health services
5. Emergency health care services
6. Drugs and medications

*ALL SERVICES MUST BE PRE-CERTIFIED AND
PROVIDED BY USBHPC PARTICIPATING PROVIDERS*