

**U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA (“USBHPC”)
EMPLOYEE ASSISTANCE PROGRAM
425 MARKET STREET, 12th FLOOR
SAN FRANCISCO, CA 94105**

**Combined Evidence of Coverage
and Disclosure Form**

for

Southern California IBEW-NECA Health Trust

Employee Assistance Program (EAP)

Effective Date: January 1, 2024

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 Employee Assistance Program. The document entitled "Employee Assistance Program Agreement" must be consulted to determine the exact terms and conditions of your coverage. A specimen copy of the Employee Assistance Program Agreement will be furnished upon request. You are automatically enrolled for coverage in this Employee Assistance Program 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.

**425 Market Street, 12th Floor
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(877) 225-2267**

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Article 1 Definitions

1.1 Behavioral Health Professional.

A person with a clinical master's degree in behavioral health that is licensed in his or her field.

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.

Employee Assistance Program ("EAP") services that are covered under the terms of the EAP Benefit Plan, as set forth in the EAP Benefit Plan Summary.

1.4 Department.

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

1.5 Dependent.

Your dependent as defined by your employer. If not defined by your employer, dependent shall mean an individual who is a member of your household and who is eligible and enrolled in accordance with all applicable requirements established by your employer.

1.6 Employee Assistance Program or "EAP".

Services 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 EAP 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 EAP Benefit Plan Summary.

The Summary of Covered Services, Exclusions and Limitations applicable to the EAP. 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 EAP 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 EAP services to Participants.

1.17 Total Monthly Fee(s).

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

Article 2 Employee Assistance Program

Your employer or plan administrator has selected USBHPC to provide a benefit called an Employee Assistance Program (EAP). The EAP 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 Counseling sessions (as specified in the attached EAP Benefit Plan Summary) covered under your EAP 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 **(877) 225-2267**, 24 hours a day, seven days a week. When Participants call USBHPC, Participants will be immediately connected to a skilled Behavioral Health Professional with a clinical master's degree and at least four years of clinical experience, 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 EAP. These include individual, couple, and family assessments for most types of personal problems including:

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

2.3 Community Resources.

Eligible Participants can also receive a referral through the EAP 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 that maintaining the confidentiality of EAP services is a fundamental right to which everyone is entitled. All records, including medical information, referrals and evaluations, are kept confidential in accordance with federal and state laws. USBHPC does not disclose private information to anyone without explicit written instructions from the Participant or as requested by the noncovered custodial parent of a child, except within federal and state guidelines, which require that information be released.

Participants, who are adult patients, 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.

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/EAP Benefit Plan Summary.

The EAP offers coverage for up to five (5) Counseling visits/sessions per Participant per problem per calendar year at no charge to you. All visits must be precertified by a USBHPC Behavioral Health Professional and provided by a Participating Provider to ensure coverage under the EAP 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, but will have sole discretion to determine whether the Participant will be assigned to another Participating Provider or permitted to obtain Covered Services from a provider other than a provider that has been arranged by USBHPC.

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 the five (5) Counseling session maximum per problem each calendar year in accordance with the EAP 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 EAP. EAP benefits are available at no charge to Participants.

2.9 Liability of Participant for Payment.

If a Participant chooses to obtain EAP 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 EAP, Participants must meet the eligibility requirements established by the employer in accordance with the contract between the employer and USBHPC (the "Employee Assistance Program Agreement"). The Employee Assistance Program 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 Employee Assistance Program Agreement, coverage will automatically renew for twelve (12)-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 Employee Assistance Program Agreement terminates for any reason, including if your employer has failed to pay the Total Monthly Fee. USBHPC may terminate the Employee Assistance Program 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 EAP 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 Employee Assistance Program Agreement, or if the Agreement is terminated for other reasons.

2.12 Reinstatement.

While the Employee Assistance Program 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 EAP 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 (800) 999-9585, or in writing to the:

Grievance & Appeals Department
U.S Behavioral Health Plan, California
425 Market Street [P.O. Box 2839]
San Francisco, CA 94126

Or by facsimile at 1-800-984-7584.

Or at the USBHPC Website: www.liveandworkwell.com.

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 (1-877-225-2267) 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-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.

Article 4 Public Policy Committee

USBHPC has established a Public Policy Committee, which participates in establishing public policy for USBHPC's EAP 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
EAP BENEFIT PLAN SUMMARY**

Employee Assistance Program - Up to five (5) Visits

COVERED SERVICES

BENEFITS

EAP

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*