EMPLOYEE ASSISTANCE PROGRAM COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

Other Languages and Formats

Language Assistance and Interpreter Services

You can get an interpreter at no cost to talk to your doctor or health plan. To get an interpreter or to ask about written information in your language, call Carelon Behavioral Health of California at 1-800-228-1286 (TTY: 1-800-735-2929). This call is toll free. Someone who speaks your language can help you.

Other Formats

You can get this information for free in other auxiliary formats, such as braille, 18-point font large print and audio. Call 1-800-228-1286 (TTY: 1-800-735-2929). This call is free.

IMPORTANT

If you need more help, you are encouraged to contact the Department of Managed Health Care, which protects consumers, by telephone at its toll-free number 1-888-466-2219, or at a TDD number for the hearing and speech impaired at 1-877-688-9891, or online at www.dmhc.ca.gov.

Notice of Availability of Language Assistance Services and Auxiliary Aids and Services

English

ATTENTION: If you need help in your language call 1-800-228-1286 (TTY: 1-800-735-2929). Aids and services for people with disabilities, like documents in braille and large print, are also available. Call 1-800-228-1286 (TTY: 1-800-735-2929). These services are free of charge.

العربية (Arabic)

يُرجى الانتباه: إذا احتجت إلى المساعدة بلغتك، فاتصل بـ 1-800-228-1286 (TTY: 1-800-735-2929). تتوفر أيضًا المساعدات والخدمات للأشخاص ذوي الإعاقة، مثل المستندات المكتوبة بطريقة بريل والخط الكبير. اتصل بـ 1-800-228-1286 (TTY: 1-800-735-2929). هذه الخدمات مجانية.

Հայերեն (Armenian)

ՈՒՇԱԴՐՈՒԹՅՈՒՆ: Եթե Ձեզ օգնություն է հարկավոր Ձեր լեզվով, զանգահարեք [1-800-228-1286 (TTY: 1-800-735-2929): Կան նաև օժանդակ միջոցներ ու ծառայություններ հաշմանդամություն ունեցող անձանց համար, օրինակ՝ Բրայլի գրատիպով ու խոշորատառ տպագրված նյութեր: Զանգահարեք 1-800-228-1286 (TTY: 1-800-735-2929): Այդ ծառայություններն անվճար են:

ខ្មែរ (Cambodian)

ចំណាំ៖ បើអ្នក ត្រូវ ការជំនួយ ជាភាសា របស់អ្នក សូម ទូរស័ព្ទទៅលេខ 1-800-228-1286 (TTY: 1-800-735-2929)។ ជំនួយ និង សេវាកម្ម សម្រាប់ ជនពិការ ដូចជាឯកសារសរសេរជាអក្សរផុស សម្រាប់ជនពិការភ្នែក ឬឯកសារសរសេរជាអក្សរពុម្ពធំ ក៏អាចរកបានផងដែរ។ ទូរស័ព្ទមកលេខ 1-800-228-1286 (TTY: 1-800-735-2929)។ សេវាកម្មទាំងនេះមិនគិតថ្លៃឡើយ។

中文 (Chinese)

请注意：如果您需要以您的母语提供帮助，请致电 1-800-228-1286 (TTY: 1-800-735-2929)。另外还提供针对残疾人士的帮助和服务，例如盲文和需要较大字体阅读，也是方便取用的。请致电1-800-228-1286 (TTY: 1-800-735-2929)。这些服务都是免费的。

فارسی (Farsi)

توجه: اگر می‌خواهید به زبان خود کمک دریافت کنید، با 1-800-228-1286 (TTY: 1-800-735-2929) تماس بگیرید. کمک‌ها و خدمات مخصوص افراد دارای معلولیت، مانند نسخه‌های خط بریل و چاپ با حروف بزرگ، نیز موجود است. با 1-800-228-1286 (TTY: 1-800-735-2929) تماس بگیرید. این خدمات رایگان ارائه می‌شوند.

हिंदी (Hindi)

ध्यान दें: अगर आपको अपनी भाषा में सहायता की आवश्यकता है तो 1-800-228-1286 (TTY: 1-800-735-2929) पर कॉल करें। अशक्तता वाले लोगों के लिए सहायता और सेवाएं, जैसे ब्रेल और बड़े प्रिंट में भी दस्तावेज़ उपलब्ध हैं। 1-800-228-1286 (TTY: 1-800-735-2929) पर कॉल करें। ये सेवाएं नि: शुल्क हैं।

Hmoob (Hmong)

CEEB TOOM: Yog koj xav tau kev pab txhais koj hom lus hu rau 1-800-228-1286 (TTY: 1-800-735-2929). Muaj cov kev pab txhawb thiab kev pab cuam rau cov neeg xiam oob qhab, xws li puav leej muaj ua cov ntawv su thiab luam tawm ua tus ntawv loj. Hu rau 1-800-228-1286 (TTY: 1-800-735-2929). Cov kev pab cuam no yog pab dawb xwb.

日本語 (Japanese)

注意日本語での対応が必要な場合は1-800-228-1286 (TTY: 1-800-735-2929)へお電話ください。点字の資料や文字の拡大表示など、障がいをお持ちの方のためのサービスも用意しています。1-800-228-1286 (TTY: 1-800-735-2929)へお電話ください。これらのサービスは無料で提供しています。

한국어 (Korean)

유의사항: 귀하의 언어로 도움을 받고 싶으시면 1-800-228-1286 (TTY: 1-800-735-2929) 번으로 문의하십시오. 점자나 큰 활자로 된 문서와 같이 장애가 있는 분들을 위한 도움과 서비스도 이용 가능합니다. 1-800-228-1286 (TTY: 1-800-735-2929) 번으로 문의하십시오. 이러한 서비스는 무료로 제공됩니다.

ພາສາລາວ (Laotian)

ປະກາດ: ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໃຫ້ໂທຫາເບີ 1-800-228-1286 (TTY: [1-800-735-2929). ຍ້ງມີຄວາມຊ່ວຍເຫຼືອແລະການບໍລິການສໍາລັບຄົນພິການ ເຊັ່ນເອກະສານທີ່ເປັນອັກສອນນູນແລະມີໂຕພິມໃຫຍ່ ໃຫ້ໂທຫາເບີ 1-800-228-1286 (TTY: 1-800-735-2929). ການບໍລິການເຫຼ່ານີ້ບໍ່ຕ້ອງເສຍຄ່າໃຊ້ຈ່າຍໃດໆ.

Mien

LONGC HNYOUV JANGX LONGX OC: Beiv taux meih qiemx longc mienh tengx faan benx meih nyei waac nor douc waac daaih lorx taux 1-800-228-1286 (TTY:1-800-735-2929) Liouh lorx jauv-louc tengx aengx caux nzie gong bun taux ninh mbuo wuaaic fangx mienh, beiv taux longc benx nzangc-pokc bun hluo mbiutc aengx caux aamz mborqv benx domh sou se mbenc nzoih bun longc. Douc waac daaih lorx 1-800-228-1286 (TTY: 1-800-735-2929). Naaiv deix nzie weih gong-bou jauv-louc se benx wang-henh tengx mv zuqc cuotv nyaanh oc.

ਪੰਜਾਬੀ (Punjabi)

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਕਾਲ ਕਰੋ 1-800-228-1286 (TTY: 1-800-735-2929). ਅਪਾਹਜ ਲੋਕਾਂ ਲਈ ਸਹਾਇਤਾ ਅਤੇ ਸੇਵਾਵਾਂ, ਜਿਵੇਂ ਕਿ ਬ੍ਰੇਲ ਅਤੇ ਮੋਟੀ ਛਪਾਈ ਵਿੱਚ ਦਸਤਾਵੇਜ਼, ਵੀ ਉਪਲਬਧ ਹਨ| ਕਾਲ ਕਰੋ 1-800-228-1286 (TTY: 1-800-735-2929). ਇਹ ਸੇਵਾਵਾਂ ਮੁਫਤ ਹਨ|

Русский (Russian)
ВНИМАНИЕ! Если вам нужна помощь на вашем родном языке, звоните по номеру 1-800-228-1286 (линия TTY:1-800-735-2929) Также предоставляются средства и услуги для людей с ограниченными возможностями, например документы крупным шрифтом или шрифтом Брайля. Звоните по номеру 1-800-228-1286 (линия TTY: 1-800-735-2929) Такие услуги предоставляются бесплатно.

Español (Spanish)
ATENCIÓN: si necesita ayuda en su idioma, llame al 1-800-228-1286 (TTY: 1-800-735-2929) También ofrecemos asistencia y servicios para personas con discapacidades, como documentos en braille y con letras grandes. Llame al 1-800-228-1286 (TTY: 1-800-735-2929). Estos servicios son gratuitos.

Tagalog (Filipino)
ATENSIYON: Kung kailangan mo ng tulong sa iyong wika, tumawag sa 1-800-228-1286 (TTY: 1-800-735-2929). Mayroon ding mga tulong at serbisyo para sa mga taong may kapansanan,tulad ng mga dokumento sa braille at malaking print. Tumawag sa 1-800-228-1286 (TTY: 1-800-735-2929). Libre ang mga serbisyong ito.

ภาษาไทย (Thai)
โปรดทราบ: หากคุณต้องการความช่วยเหลือเป็นภาษาของคุณ กรุณาโทรศัพท์ไปที่หมายเลข 1-800-228-1286 (TTY: 1-800-735-2929)น
อกจากนี ยังพร้อมให้ความช่วยเหลือและบริการต่าง ๆ สำหรับบุคคลที่มีความพิการ เช่น เอกสารต่าง ๆ ที่เป็นอักษรเบรลล์และเอกสารที่พิมพ์ด้วยตัวอักษรขนาดใหญ่ กรุณาโทรศัพท์ไปที่หมายเลข 1-800-228-1286 (TTY: 1-800-735-2929) ไม่มีค่าใช้จ่ายสำหรับบริการเหล่านี้

Українська (Ukrainian)
УВАГА! Якщо вам потрібна допомога вашою рідною мовою, телефонуйте на номер 1-800-228-1286 (TTY: 1-800-735-2929). Люди з обмеженими можливостями також можуть скористатися допоміжними засобами та послугами, наприклад, отримати документи, надруковані шрифтом Брайля та великим шрифтом. Телефонуйте на номер 1-800-228-1286 (TTY: 1-800-735-2929). Ці послуги безкоштовні.

Tiếng Việt (Vietnamese)
CHÚ Ý: Nếu quý vị cần trợ giúp bằng ngôn ngữ của mình, vui lòng gọi số 1-800-228-1286 (TTY: 1-800-735-2929). Chúng tôi cũng hỗ trợ và cung cấp các dịch vụ dành cho người khuyết tật, như tài liệu bằng chữ nổi Braille và chữ khổ lớn (chữ hoa). Vui lòng gọi số 1-800-228-1286 (TTY: 1-800-735-2929). Các dịch vụ này đều miễn phí.

NONDISCRIMINATION NOTICE

Discrimination is against the law. Carelon Behavioral Health of California follows State and Federal civil rights laws. Carelon Behavioral Health of California does not unlawfully discriminate, exclude people, or treat them differently because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

Carelon Behavioral Health of California provides:

- Free aids and services in a timely manner to people with disabilities to help them communicate better, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services in a timely manner to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact *Carelon Behavioral Health of California* between *8:00am – 5:00pm* by calling 1-800-228-1286. If you cannot hear or speak well, please call *1-800-735-2929*. Upon request, this document can be made available to you in braille, large print, audiocassette, or electronic form. To obtain a copy in one of these alternative formats, please call or write to:

Carelon Behavioral Health of California, Inc.

P.O Box 6065

Cypress. CA 90630-0065

Telephone: 1-800-228-1286

TTY: 1-800-735-2929

California Relay 711

HOW TO FILE A GRIEVANCE

If you believe that Carelon Behavioral Health of California has failed to provide these services or unlawfully discriminated in another way on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, you can file a grievance with [Health Plan's Civil Rights Coordinator]. You can file a grievance by phone, in writing, in person, or electronically:

- By phone: Contact Carelon Behavioral Health of California Civil Rights Coordinator between 8:00am – 5:00pm by calling 1-800-228-1286. Or, if you cannot hear or speak well, please call 1-800-735-2929.
- In writing: Fill out a complaint form or write a letter and send it to:

  Civil Rights Coordinator

  Carelon Behavioral Health of California, Inc.

  Quality Management Department

  P.O Box 6065. Cypress. CA. 90630-0065
- In person: Visit your doctor's office or Carelon Behavioral Health of California and say you want to file a grievance.
- Electronically: Visit Carelon Behavioral Health of California website at https://www.carelonbehavioralhealthca.com/

OFFICE OF CIVIL RIGHTS – U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

If you believe you have been discriminated against on the basis of race, color, national origin, age, disability or sex, you can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights by phone, in writing, or electronically:

- By phone: Call 1-800-368-1019. If you cannot speak or hear well, please call TTY/TDD 1-800-537-7697.
- In writing: Fill out a complaint form or send a letter to:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

- Electronically: Visit the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf.

CARELON BEHAVIORAL HEALTH OF CALIFORNIA, INC.
P.O. Box 6065
Cypress, California 90630

Clinical Referral and Member Services Number:
844-327-8873

Dear Carelon Behavioral Health of California Member:

Carelon Behavioral Health of California has agreed with your employer to provide to you and your eligible Family Members an Employee Assistance Program ("EAP") described in this Combined Evidence of Coverage and Disclosure Form (or "EOC") pursuant to an Employee Assistance Program Agreement between Carelon Behavioral Health of California and your employer ("Employer"). The term "Family Member" is defined in the attached EOC. The EAP is a professional Assessment, Referral, and Counseling service provided by Carelon Behavioral Health of California to help you and your eligible Family Members resolve personal Problems related to substance abuse, mental health, marital, family, financial or legal difficulties.

Pursuant to California law, you have the right to view this EOC that discloses the terms and conditions of coverage. This is only a summary of the terms of the Carelon Behavioral Health of California EAP. Your Employer's Employee Assistance Program Agreement ("Agreement") must be consulted to determine the exact terms and conditions of your coverage. A copy of the Employee Assistance Program Agreement will be furnished to you upon request. If you require additional information about benefits, please call the Clinical Referral and Member Services number listed at the top of this EOC.

For clarity, this booklet refers to the employee as the "Subscriber," and to the Subscriber's eligible family members as "Family Members." The term "Member" refers to both Subscribers and Family Members. "You" and "your" shall mean the eligible Subscriber and any eligible Family Members covered under this EOC.

Please read the following information completely and carefully to make certain you understand the rules and procedures of the Carelon Behavioral Health of California EAP so that you can get the most from your benefits. If you have special health care needs, you should carefully read the sections that apply to you. Please remember that you must always use the Clinical Referral Line to obtain access to care. This booklet will help you familiarize yourself with the services and requirements of the EAP.

Throughout this EOC, you will find key words that appear with the first letter of each word capitalized. The meaning of these capitalized words is defined in the definitions section near the end of the EOC. Some key words may be defined within a specific section.

After you have read this booklet, keep it in a convenient place so that you may refer to it whenever you have a question about your coverage. If you have additional questions, do not hesitate to contact a Carelon Behavioral Health of California Member Services Representative at the number listed above.

We look forward to serving you.

Sincerely,

Briana Duffy

President,
Carelon Behavioral Health of California.

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FEATURES OF THE EAP

- EAP COVERED SERVICES: Members are entitled to receive the Covered Services described in Attachment A. Covered Services include Assessment, Referral and, if appropriate, Counseling for personal Problems, including, but not limited to, Problems related to substance abuse, mental health, marital, family, financial or legal difficulties. In the event the Member has behavioral health benefits through a plan other than Carelon Behavioral Health of California, the Carelon Behavioral Health of California associate will assist the Member with contacting the other plan if a Referral to that plan's participating provider network is needed.

- Telehealth Services: Carelon Behavioral Health of California offers telehealth services including outpatient behavioral health and substance use disorder treatment, through its in-network providers. Telehealth counseling sessions are provided by California licensed health care providers.

  - EAP telehealth services are offered according to client arrangements and may not be available to all members. Telehealth services can be accessed by calling the Clinical Referral and Member Services number listed at the top of this EOC. Telehealth providers can also be located online through the Carelon Behavioral Health of California provider directory.

  - Carelon Behavioral Health of California will cover health care services appropriately delivered through telehealth on the same basis and to the same extent that Carelon Behavioral Health of California is responsible for coverage for the same service through in-person diagnosis, consultation or treatment, and coverage is not limited only to services delivered by third-party corporate telehealth providers.

  - Members may receive services on an in-person basis or through telehealth. Telehealth services are delivered consistent with the existing timeliness and geographic access standards that are required for in-person services.

  - Members must provide informed consent to the telehealth provider rendering services through telehealth to participate in telehealth services.

  - Members have the right to access medical records related to services rendered by third-party corporate telehealth providers.

- CLINICAL REFERRAL LINE: Because Carelon Behavioral Health of California's panel of Participating EAP Affiliates is constantly growing and changing, directories of providers are available by contacting Carelon Behavioral Health of California at 1-800-228-1286 (TTY: 1-800-735-2929). This call is toll free. Directories of providers are also available online at https://www.carelonbehavioralhealthca.com/. Carelon Behavioral Health of California has set up a 24-hour, 7-day a week toll-free telephone referral line called the Clinical Referral Line. You must call the Clinical Referral Line to receive a Referral to a local EAP Affiliate. When a Member calls to request a Referral, a Carelon Behavioral Health of California Clinical Referral Line

associate will make a preliminary EAP Needs Assessment for the Member and make appropriate EAP referral. You can contact any of these providers for an appointment, or Carelon Behavioral Health of California can facilitate an appointment search for you.

- EMERGENCY SERVICES AND FOLLOW-UP CARE: Coverage for emergency services is not provided under the EAP. If you believe that you have an Emergency Medical or Behavioral Condition, you should get care immediately by going to the nearest hospital emergency room or calling 911. If you require emergency services and contact Carelon Behavioral Health of California's Clinical Referral Line prior to obtaining such services, you will be provided the above instructions. Coverage for such emergency services may be the responsibility of your behavioral health or medical plan as applicable. Should you need additional care or services following stabilization of the Emergency Medical or Behavioral Condition or be admitted to the hospital or other facility, you, your attending physician, the hospital staff or a Family Member must contact your behavioral health or medical plan as applicable.

- COMPENSATION OF PARTICIPATING EAP AFFILIATES BY CARELON BEHAVIORAL HEALTH OF CALIFORNIA: Participating EAP Affiliates are paid on a discounted fee-for-service basis for the services they provide. This means that the Participating EAP Affiliate has agreed to provide EAP services at the normal fee they charge, minus a discount. Carelon Behavioral Health of California does not utilize financial bonuses or any other incentives. If you would like additional information about how Participating EAP Affiliates are paid for Covered Services, you may contact Carelon Behavioral Health of California by calling the Clinical Referral and Member Services number listed at the top of this EOC or you may contact your Participating EAP Affiliate.

- COPAYMENTS: There are no copayments, co-insurance or deductibles for you to keep track of or pay.

- MINIMUM PAPERWORK: The Participating EAP Affiliate's office staff will handle the paperwork associated with your care. The office staff may collect some personal information from you, and you may need to sign a completed claim form for them to release information and receive payment.

- CARELON BEHAVIORAL HEALTH OF CALIFORNIA PARTICIPATING EAP AFFILIATES: Participating EAP Affiliates have agreed to provide EAP Covered Services to Members in accordance with the terms of the EAP. Except for EAP enhancement services described in Attachment A, all EAP Covered Services must be obtained from Participating EAP Affiliates to be covered by Carelon Behavioral Health of California. Each Participating EAP Affiliate has been trained so that they will be familiar with the EAP's benefits and requirements. Participating EAP Affiliates are paid on a fee-for-service basis, according to an agreed schedule. In accordance with California law, each Participating EAP Affiliate's contract with Carelon Behavioral Health of California specifically prohibits the provider from billing

you for any charges for EAP Covered Services that are not paid by Carelon Behavioral Health of California.

SECOND OPINION

Requests: Carelon Behavioral Health of California maintains a Second Opinion Policy relating to EAP Services. This Policy entitles you to coverage for a Second Opinion if you question or have concerns regarding an EAP Assessment, Referral, or Counseling Service. Carelon Behavioral Health of California will approve all such requests whenever the Member continues to be eligible for EAP coverage. Members and Participating EAP Affiliates can request a Second Opinion by calling the Carelon Behavioral Health of California Member Service Number set forth herein and asking to speak with an EAP associate. Reviews of requests for a Second Opinion are completed during the call, whenever possible. If additional information is necessary to review a Second Opinion request, the review will be completed within five (5) days after receipt of all necessary information. The EAP associate will discuss the situation with you and provide names of appropriately qualified Participating EAP Affiliates from whom you may obtain the Second Opinion.

Expedited Requests: If the Member has a serious or imminent threat to their health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or lack of timeliness that would be detrimental to the Member's ability to regain maximum function, the Clinical Care Manager will expedite the review of the Second Opinion request. A decision to authorize or deny (eligibility denials only) the Second Opinion service will be made as quickly as possible based on the urgency of the Member's condition but no later than within 72 hours of the request, whenever possible.

Selection of Provider: The EAP associate shall assist the Member in selecting a Participating EAP Affiliate who is located within a reasonable distance of the Member, who is qualified to review the EAP Service and offer a professional Second Opinion. A referral to a Non-Participating EAP Affiliate may be authorized only if a Participating EAP Affiliate with the appropriate qualifications to provide the Second Opinion is not reasonably available. An appropriately qualified EAP Affiliate is a licensed health care provider who is acting within their scope of practice and who possesses a clinical background, including training and expertise, related to the illness, disease, condition or conditions associated with the request for a Second Opinion.

If the Second Opinion does not confirm the appropriateness of an EAP Assessment, Referral or Counseling Service, a Carelon Behavioral Health of California EAP associate, the Carelon Behavioral Health of California Medical Director or licensed clinician under the supervision of the Medical Director ("Peer Advisor") will be available to assist the Member in decisions regarding other EAP options, at the request of the Member or Participating EAP Affiliate.

To obtain a copy or for more information about Carelon Behavioral Health of California Second Opinion policy and timelines for reviewing Second Opinion requests, contact the Clinical Referral and Member Services number listed at the top of this EOC.

EXCLUSIONS AND LIMITATIONS

The following services, treatments and supplies specifically are not EAP Covered Services. These exclusions include:

1. Any confinement, treatment, service or supply not authorized by Carelon Behavioral Health of California.

2. Any confinement, treatment or service rendered prior to the Member's effective date of coverage or after the time coverage ends, unless authorized by Carelon Behavioral Health of California in accordance with the terms of the Agreement.

3. Any confinement, treatment or service not specifically included as EAP Covered Services as set forth in Attachment A.

4. Concurrent authorizations are excluded. EAP authorizations are limited to one EAP authorization per member at any given time.

LIMITATION DUE TO UNUSUAL CIRCUMSTANCES

To the extent that a natural disaster, war, riot, civil insurrection, or epidemic not within the control of Carelon Behavioral Health of California, results in the facilities or personnel of Carelon Behavioral Health of California being unavailable to arrange for the provision of EAP Covered Services under the Agreement, Members are advised to go to the nearest doctor or hospital for Emergency Services.

SERVICE AREA

Carelon Behavioral Health of California's Service Area is the geographic area for which Carelon Behavioral Health of California is licensed to operate the EAP. The Service Area is specifically described in the Service Area Insert to this booklet. Covered Services as described in Attachment A, paragraph 2 of this EOC may be obtained from any Participating EAP Affiliate in the Service Area when you follow the referral procedures described in the section entitled "Features of the EAP" in this EOC. You may obtain a list of the Participating EAP Affiliates in your general geographic area by contacting Carelon Behavioral Health of California at the Clinical Referral and Member Services number listed at the top of this EOC.

TO OBTAIN SERVICES

To make an appointment, a Member may call Carelon Behavioral Health of California directly, 24 hours a day, 365 days a year, at the Clinical Referral and Member Services toll free number listed at the top of this EOC. In emergency situations, Members should call 911 or go immediately to the nearest emergency facility.

TIMELY ACCESS TO CARE

Carelon Behavioral Health of California will make services available to Members in a timely manner. Non-urgent services will be made available within 10 business days of the request and urgent services will be made available within 96 hours of the request. Language Assistance services are available and information on how language assistance services can be accessed is available on the cover page of this EOC.

EAP COVERED SERVICES REVIEW PROCESS

Members may access a description of Carelon Behavioral Health of California's Utilization Management processes, procedures, and EAP review criteria, through the Carelon Behavioral Health of California Internet site at https://www.carelonbehavioralhealthca.com/ or, members may obtain a copy of Carelon Behavioral Health of California's Utilization Management policies and procedures or review criteria by calling or writing the Member Services Department at the Clinical Referral and Member Services number and address listed at the top of this EOC.

CONFIDENTIALITY OF MEDICAL INFORMATION

It is Carelon Behavioral Health of California's policy to maintain the confidentiality of Member Medical Information in accordance with all applicable state and federal laws. A statement describing Carelon Behavioral Health of California's policies and procedures for preserving the confidentiality of medical records is available and will be furnished to you upon request. Members may obtain a copy of this statement by calling or writing the Member Services department at the Clinical Referral and Member Services number and address listed at the top of this EOC.

LIABILITY OF MEMBERS FOR PAYMENT

- OTHER CHARGES; COPAYMENTS: The full cost of Covered Services provided under the Carelon Behavioral Health of California EAP is paid by your Employer and Members have no obligation to pay for these services. There are no copayments, co-insurance or deductibles for you to keep track of or pay.

- CHOICE OF PROVIDERS: PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS EAP COVERED SERVICES MAY BE OBTAINED. Except for EAP Enhancement Services, Covered Services must be provided by Carelon Behavioral Health of California Participating EAP Affiliates. EAP Enhancement Services are provided pursuant to contracts with specialized vendors and are not provided by Participating EAP Affiliates. Nothing in this EOC restricts or interferes with your right to select a Participating EAP Affiliate of your choice. If a Member and a Participating EAP Affiliate decide additional services not covered by this EAP are necessary, the Member will be responsible for payment for such services. If a Member obtains EAP Services from a Non-Participating EAP Affiliate without Carelon Behavioral Health of California's express authorization in advance, the Member will be liable to pay the full amount of the Non-Participating EAP Affiliate's charges for those services. The decision to use any outside resources will be up to the Member. Carelon Behavioral Health of California will not reimburse the Member for any sums the Member pays to any Non-Participating EAP Affiliate (unless authorized by Carelon Behavioral Health of California) or for any non-Covered Services.

- CARELON BEHAVIORAL HEALTH OF CALIFORNIA'S OBLIGATION TO PAY: As is required by California law, every Participating EAP Affiliate has agreed that Members will not be liable to pay the provider if Carelon Behavioral Health of California fails to pay for amounts that Carelon Behavioral Health of California owes the provider for rendering Covered Services.

  a.) The full cost of Covered Services authorized by Carelon Behavioral Health of California and provided by Participating EAP Affiliates is paid by Carelon Behavioral Health of California, as well as the cost of telephone assessment and referral services in connection with childcare and eldercare issues and for the initial consultation for EAP Enhancement Services as described in Attachment A. Participating EAP Affiliates will submit all claims information required to receive reimbursement from Carelon Behavioral Health of California.

  b.) Members who receive Covered Services from a Non-Participating EAP Affiliate *without* Carelon Behavioral Health of California's specific approval in advance will be responsible for payment of the full amount of the Non-Participating EAP Affiliate's charges for those services. This does not apply to EAP Enhancement Services described in Attachment A for which authorization by Carelon Behavioral Health of California is not required.

c.) In the event a Member receives Covered Services from a Non-Participating EAP Affiliate *with* the prior authorization of Carelon Behavioral Health of California, Carelon Behavioral Health of California will pay the billed charges for such services.

d.) In the event a Member receives a bill for Covered Services in error, the Member should submit the bill directly to Carelon Behavioral Health of California for processing at the following address:

Carelon Behavioral Health of California, Inc.
PO Box 1852
Hicksville, NY 11802-1852

- Claims can be submitted on any standard health insurance claim form or bill or by a letter. The following information must be included:
    - Member's name, and the Employee's name, address and social security number.
    - Name and address of the non-Participating EAP Affiliate, and the Provider's federal tax identification number.
    - Date, procedure code and amount billed for each separate service.
- The claim should be sent to Carelon Behavioral Health of California within ninety (90) days of the first date of service described in the claims. Any claims submitted after one (1) year from the date of service will not be paid.
- If Carelon Behavioral Health of California denies payment of a claim, the Member will receive a written notice of the decision and the reason for the denial. The Member may request reconsideration of a denied claim in accordance with Carelon Behavioral Health of California's Grievance Procedures as described in this EOC.

REIMBURSEMENT OF THIRD-PARTY LIABILITY EXPENSES

If you receive EAP Covered Services under your Carelon Behavioral Health of California coverage after being injured through the actions of another person (a third party) for which you receive a monetary recovery, you will be required to reimburse Carelon Behavioral Health of California, or its nominee, to the extent permitted under California Civil Code Section 3040 and federal law, for the cost of such services and benefits provided and the reasonable costs actually paid to perfect any lien.

You must obtain the written consent of Carelon Behavioral Health of California or its nominee prior to settling any claim, or releasing any third party from liability, if such

settlement or release would limit the reimbursement rights of Carelon Behavioral Health of California or its nominee.

You are required to cooperate in protecting the interests of Carelon Behavioral Health of California or its nominee by providing all liens, assignments or other documents necessary to secure reimbursement to Carelon Behavioral Health of California or its nominee. Should you settle your claim against a third party and compromise the reimbursement rights of Carelon Behavioral Health of California or its nominee without Carelon Behavioral Health of California's written consent or otherwise fail to cooperate in protecting the reimbursement rights of Carelon Behavioral Health of California or its nominee, Carelon Behavioral Health of California may initiate legal action against you. Attorney fees will be awarded to the prevailing party.

GRIEVANCE PROCEDURES

Grievance Definition

A grievance is a written or oral expression of dissatisfaction to Carelon Behavioral Health of California, Inc. (Carelon Behavioral Health), or the Director of the Department of Managed Health Care regarding the plan and/or a provider, including quality of care concerns, complaints, disputes, requests for reconsideration or appeals made by a member or the member's representative. A grievance is also a written or oral expression of dissatisfaction by an enrollee, member, subscriber or group contract holder who believes their plan contract, enrollment or subscription has been or will be improperly cancelled, rescinded or not renewed.

Grievance Process

Carelon Behavioral Health of California has a grievance procedure for receiving and resolving your grievances involving Carelon Behavioral Health of California and providers. A grievance may be submitted up to 180 calendar days following receipt of an adverse determination notice or following any incident or action that is the subject of the member's dissatisfaction.

Carelon Behavioral Health of California makes a grievance form available to all complainants via its website: https://www.carelonbehavioralhealthca.com/ . Grievance forms and a description of the grievance procedure are available at each facility of the plan and from each contracting provider's office or facility. Grievance forms are provided promptly upon request. However, please note there is no specific form required to submit a written grievance.

- Ways to Submit a Grievance:
  - By Mail: Carelon Behavioral Health of California, Inc. ATTN: Grievance Unit P.O. Box 6065 Cypress, CA 90630-0065
  - By Fax: 877-321-1789

- By Phone: (800) 228-1286 (a plan representative will assist you in completing the form)
- By E-mail: CAComplaints@carelon.com
- By Secure Web Site: https://www.carelonbehavioralhealthca.com/
- By Telling Your Provider

For grievances that were not resolved by the end of the next business day, we will send you written acknowledgment of receipt of a grievance within five (5) calendar days. We will respond in writing with a resolution to a grievance within thirty (30) calendar days of receipt.

Urgent Grievances

Carelon Behavioral Health of California also maintains a process for the expedited review of urgent grievances. You have the right to an expedited review for cases involving an imminent and serious threat to the health of the member, including but not limited to severe pain, potential loss of life, limb, or major bodily functions.

The request may be initiated by you, your representative, or by your provider. Call 1- 800-228-1286 and inform the representative that you are requesting an expedited review for an urgent grievance. We will notify your provider of the decision in no more than 72 hours and send you a written statement on the disposition or pending status of the grievance within the same 72 hours from receipt of the grievance.

Grievances Related to Plan Contract, Enrollment, or Subscription

Grievances related to an enrollee, subscriber, or group contract holder who believes their plan contract, enrollment or subscription has been or will be improperly cancelled, rescinded, or not reviewed will also be handled as an expedited grievance. If an enrollee, subscriber, or group contract holder submits a grievance before the effective date of a cancellation, rescission, or nonrenewal for reasons other than nonpayment of premiums the plan shall continue to provide coverage while the grievance is pending with the Plan and/or with the Director of Department of Managed Health Care.

Grievances may be initiated by calling 1-800-228-1286. We will notify you of the decision in no more than three calendar days or the disposition or pending status of the grievance.

Grievances Related to Trans-Inclusive Health Care

You have the right to submit a grievance to Carelon Behavioral Health of California or to the DMHC for staff failure to provide trans-inclusive health care.

Trans-inclusive health care is comprehensive health care that is consistent with the standards of care for individuals who identify as transgender, gender diverse, or intersex (TGI), honors an individual's personal bodily autonomy, does not make assumptions about an individual's gender, accepts gender fluidity and nontraditional

gender representation, and treats everyone with compassion, understanding, and respect.

Additional Review

If you are not satisfied with our response to a grievance, you may submit a request to Carelon Behavioral Health of California for voluntary mediation or binding arbitration within sixty (60) days of receipt of our response. These processes are described in your Combined Evidence of Coverage and Disclosure Form or you may call us for information on how to submit a voluntary mediation or arbitration request.

You may file a grievance with the Department of Managed Health Care after completing the Carelon Behavioral Health of California grievance process or voluntary mediation.

You are allowed to submit your urgent grievance to the Department of Managed Health Care (DMHC) without submitting it to Carelon Behavioral Health of California. You also do not have to participate in the Carelon Behavioral Health of California grievance process for 30 days before submitting your urgent grievance to the DMHC. If you are a member, a subscriber, or group contract holder with a grievance regarding cancellation, rescission, or nonrenewal, you may submit this grievance to the DMHC without submitting to Carelon Behavioral Health of California.

- To submit a grievance to the DMHC, you can:
  - Send it to: Help Center
    Department of Managed Health Care 980 9th Street, Suite 500
    Sacramento, CA 95814
  - Go to their website: www.dmhc.ca.gov
  - Call the DMHC Help Center at 1-888-466-2219
  - TDD: 1-877-688-9891
  - Fax: 1-916-255-5241

Independent Medical Review

You may request an independent medical review ("IMR") of Disputed Behavioral Health Care Services from the Department of Managed Health Care if you believe that behavioral health care services have been improperly denied, modified, or delayed by Carelon Behavioral Health of California. A "Disputed Behavioral Health Care Service" is any mental health or substance abuse care service eligible for coverage and payment under your subscriber contract that has been denied, modified, or delayed by Carelon Behavioral Health of California, in whole or in part because the service is not medically necessary.

The IMR process is in addition to any other procedures or remedies that may be available to you. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of the request for IMR. Carelon Behavioral Health of California will provide you with an IMR application form with any

grievance disposition letter that denies, modifies, or delays behavioral health care services. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against Carelon Behavioral Health of California regarding the Disputed Behavioral Health Care Service.

The IMR process is described in your Combined Evidence of Coverage and Disclosure Form or you may call us for information on how to submit an IMR request.

Review by the 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 **1-800-228-1286 (TTY 800-735-2929)** 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, 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 website **www.dmhc.ca.gov** has complaint forms, IMR application forms and instructions online."

ARBITRATION

Any claim arising under the Employee Assistance Program Agreement, excluding claims involving allegations of medical malpractice, must be submitted to binding arbitration following an attempt at resolution through Carelon Behavioral Health of California's Grievance Procedure or Voluntary Mediation if the claim is for monetary damages that exceed the jurisdictional limits of the Small Claims Court. Either the Member, the Employer or Carelon Behavioral Health of California may commence arbitration by serving a demand for arbitration on the other. Arbitration will be conducted under the commercial rules of the American Arbitration Association ("AAA") then in effect, using a mutually selected attorney arbitrator. If the parties are unable to select a neutral arbitrator within thirty (30) days after service of a written demand requesting the designation, then a court of competent jurisdiction, on petition of a party to the arbitration, shall appoint the arbitrator as follows.

When a petition is made to the court to appoint a neutral arbitrator, the court shall nominate five (5) persons from lists of persons supplied by the American Arbitration Association. The parties seeking arbitration and against whom arbitration is sought may

within five (5) days of receipt of notice of such nominees from the court jointly select the arbitrator whether or not such arbitrator is among the nominees. If such parties fail to select an arbitrator within the five-day period, the court shall appoint the arbitrator from the nominees.

The cost of the arbitration shall be divided equally between the parties. In cases of extreme hardship, Carelon Behavioral Health of California shall assume all or a portion of a Member's share of the fees and expenses of the neutral arbitrator. Upon request, Carelon Behavioral Health of California shall provide a Member with an application for relief from such fees and expenses. Approval or denial of the application shall be determined by a neutral arbitrator who is not assigned to hear the underlying dispute, who has been selected pursuant to the paragraph immediately above, and whose fees and expenses are paid for by Carelon Behavioral Health of California. The arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce the award. Costs of filing such a petition may be recovered by the party filing the petition.

BY ENTERING INTO THIS AGREEMENT, MEMBERS AGREE TO GIVE UP CONSTITUTIONAL RIGHTS TO HAVE ANY DISPUTE, EXCLUDING THOSE INVOLVING CLAIMS OF MEDICAL MALPRACTICE, DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ACCEPT THE USE OF ARBITRATION FOR RESOLVING DISPUTES WITH CARELON BEHAVIORAL HEALTH OF CALIFORNIA.

ELIGIBILITY AND PREPAYMENT FEES

If you are a Resident or work within the Service Area and meet your Employer's criteria for participation in the Carelon Behavioral Health of California EAP, your Employer will be responsible for prepayment of the monthly Subscription Charges required for your coverage. You may ask your Employer to provide a description of these participation criteria to you.

Members will not be eligible to participate or re-enroll in the Carelon Behavioral Health of California EAP if that Member has had coverage terminated under the EAP or any other mental health benefit plan or program operated or administered by Carelon Behavioral Health of California or any of its affiliates, if that termination was for a reason specified in the "Termination of Benefits" section of this EOC, other than due to loss of eligibility.

If you are a Resident or work within the Service Area and meet your Employer's criteria for participation in the Carelon Behavioral Health of California EAP, you are eligible to participate in the EAP. If you have a child, qualifying for coverage under the provisions of the section entitled "Court Ordered Coverage for Children" below, that child does not have to reside with the parent or within the Service Area. You may ask your employer to provide a description of these eligibility criteria to you.

Eligible Employees and Family Members shall be allowed to participate in the EAP at 12:01 a.m. on the effective date of the Agreement for Members enrolled as of the Agreement's effective date; at 12:01 a.m. on the date of hire for Members enrolled subsequent to the effective date of the Agreement. An individual who becomes eligible to participate as a new Family Member subsequent to the Employee's eligibility, such as a new spouse, or a newborn child or adopted child, or a child with court ordered coverage shall be entitled to receive coverage, in the case of a new spouse, from and after the date of marriage, in the case of a newborn child, from and after the moment of birth or, in the case of an adoptive child, from and after the date on which the adoptive child's birth parent or other appropriate legal authority signs a written document granting the Employee or Employee's spouse the right to control health care for the adoptive child or, absent this written document, on the date there exists evidence of the Employee's or the spouse's right to control the health care of the adoptive child and in the case of a child with court ordered coverage, from and after the date specified on the court order as described below.

Coverage for "Family Members" other than spouses, newborn or adopted children, or a child with court ordered coverage will start at 12:01 a.m. on the date that the Employer determines that such Family Member meets the Employer's participation requirements.

- **Court Ordered Coverage for Children.**

  (i) The Employer shall not deny enrollment of a child under the EAP coverage of a child's parent on any of the following grounds:

  (a) The child was born out of wedlock.

  (b) The child is not claimed as a dependent on the Employee's federal income tax return.

  (c) The child does not reside with the Employee or within the Service Area.

  (ii) In any case in which an Employee is required by a court or administrative order to provide coverage for a child and the Employee is eligible for coverage through an Employer, the Employer shall do all the following, as applicable:

  (a) Permit the Employee to enroll under EAP coverage any child who is otherwise eligible to enroll for that coverage, without regard to any enrollment period restrictions.

  (b) If the Employee is enrolled in EAP coverage but fails to apply to obtain coverage of the child, enroll that child under the coverage upon presentation of the court order or request by the district attorney, the other parent or person having custody of the child, or the Medi-Cal program.

  (c) The Employer shall not disenroll or eliminate coverage of a child unless either of the following applies:

(1) The Employer has eliminated family coverage for all of the Employer's employees.

(2) The Employer is provided with satisfactory written evidence that either of the following apply:

(A) The court order or administrative order is no longer in effect or is terminated pursuant to California Family Code Section 3770.

(B) The child is or will be enrolled in comparable coverage through another Program that will take effect not later than the effective date of the child's disenrollment.

(iii) In any case in which coverage is provided for a child pursuant to a court or administrative order, the Employer will provide Carelon Behavioral Health of California with a copy of one of the following documents:

(a) A qualified medical child support order that meets the requirements of subdivision (a) of Section 1169 of Title 29 of the United States Code.

(b) A health insurance coverage assignment or assignment order made pursuant to California Family Code Section 3761.

(c) A national medical support notice made pursuant to California Family Code Section 3773.

AMENDMENT AND RENEWAL PROVISIONS

The Employee Assistance Program Agreement may be amended and/or renewed at any time by mutual agreement by Carelon Behavioral Health of California and your Employer.

CANCELLATION AND TERMINATION OF COVERAGE

Termination of Group Agreement: Your Employer is required to give you written notice of any termination of the Subscriber Group Agreement. Except as described below, all your coverage terminates upon any termination, cancellation or expiration of the Agreement. Carelon Behavioral Health of California shall continue to provide or cover only those Covered Services following termination of the Agreement that were authorized by Carelon Behavioral Health of California prior to termination of the Agreement.

Termination of Member Eligibility: Coverage of a Subscriber shall terminate as of the end of the last day of the calendar month in which the Subscriber ceases to be eligible to participate as described in the section entitled “Eligibility”. In all instances, including those situations described below, coverage for a Subscriber's Family Members terminates as of the date that coverage for the Subscriber terminates.

Cancellations or Nonrenewal for Nonpayment of Premium Charges: Carelon Behavioral Health of California may terminate the Agreement if your Employer fails to pay Premium Charges as they become due, by giving prior written notice of cancellation or nonrenewal of the Subscriber Group Agreement. A thirty (30) day Notice of Start of Grace Period shall be issued to your Employer and will allow for the payment of any Premium Charges. Before cancelling or not renewing your group contract coverage due to your Employer's failure to pay Premium Charges, Carelon Behavioral Health of California will continue to provide coverage pursuant to the terms of this Agreement, including paying for covered services received during the thirty (30) calendar-day grace period. During the grace period, your Employer can avoid cancellation or nonrenewal by paying the Premium owed to Carelon Behavioral Health of California. If your Employer fails to pay Premium Charges due during the grace period, this Agreement will be cancelled after the expiration of the grace period.

Termination Notice: Carelon Behavioral Health of California will notify your Employer when Carelon Behavioral Health of California cancels or does not renew the Group coverage by sending a Notice of End of Coverage to your Employer confirming Termination of Coverage. The Group shall mail promptly to each Subscriber a legible copy of appropriate notice of any cancellation, termination or nonrenewal of the Subscriber Group Agreement and thereafter promptly provide Carelon Behavioral Health of California proof of such mailing and the date thereof. Termination or nonrenewal of this Agreement for non-payment will be effective after the expiration of the grace period.

Cancellations, Rescissions, or Nonrenewal for Reasons Other than Nonpayment of Premiums: Cancellations, Rescissions or Nonrenewal means a cancellation or discontinuance of coverage for any reason other than your Employer's nonpayment of Premium Charges. Rescission or rescind means a retroactive cancellation or discontinuance of coverage for fraud or intentional misrepresentation of a material fact that has a retroactive effect. A cancellation of coverage with only a prospective effect is not a rescission.

Cancellations: Carelon Behavioral Health of California will send a Notice of Cancellation or Nonrenewal to you, the subscriber or your Employer at least thirty (30) days before the cancellation or nonrenewal which will provide the following information: (a) name and contact information for the member, subscriber or your Employer (b) names of all affected by the notice (c) the date of the notice (d) reason for the cancellation or nonrenewal (e) effective date of the cancellation or nonrenewal expressed as a month, day and year and (f) your right to submit a grievance.

If the cancellation is because of Carelon Behavioral Health of California ceasing to provide or arrange for the provision of health benefits for new agreements in the individual or group market in California, Carelon Behavioral Health of California will send a Notice of Cancellation to you, the subscriber or your Employer at least one hundred and eighty (180) days prior to the discontinuation or termination of this Agreement. The notice shall also be sent concurrently to the California Department of Managed Health Care.

If the cancellation is because of Carelon Behavioral Health of California's withdrawal of a health benefit plan from the market, Carelon Behavioral Health of California will send a Notice of Cancellation to you, the subscriber or your Employer at least ninety (90) days prior to the withdrawal. The notice shall also be sent concurrently to the California Department of Managed Health Care.

Rescission of the Agreement: If your Agreement is rescinded, Carelon Behavioral Health of California shall have no liability for the provision of coverage under this Agreement. Carelon Behavioral Health of California shall send you, subscriber or your Employer a rescission notice at least thirty (30) days prior to the rescission which will provide the following information: (a) name and contact information for the member, subscriber or your Employer (b) names of all affected by the notice (c) the date of the notice (d) reason for the rescission (e) effective date of the cancellation, rescission or nonrenewal expressed as a month, day and year and (f) your right to submit a grievance.

Termination Notice: Carelon Behavioral Health of California shall send a Notice of End of Coverage for all cancellations. This notice shall be sent to the you, subscriber or Employer after the date coverage ended. The notice shall include the following information: (a) the name and contact information of the member, subscriber or Employer (b) names of all members affected by the notice (c) date of the notice (d) effective date of cancellation, rescission or nonrenewal, expressed as month, day and year (e) reason for the cancellation, rescission or nonrenewal (f) your right to file a grievance and (g) when applicable, the availability and right to request completion of covered services.

If you believe Carelon Behavioral Health of California has improperly cancelled, not renewed or rescinded your coverage, you may file a grievance to appeal the decision. See the "Grievance Procedure" portion of this Evidence of Coverage.

CONTINUITY OF CARE WITH A TERMINATED EAP AFFILIATE

FOR EXISTING MEMBERS.

Carelon Behavioral Health of California shall, at the request of an existing Member, arrange for the continuation of Covered Services rendered to a Member who is undergoing a course of treatment, for one of the conditions specified below, from a Terminated EAP Affiliate whose contract with Carelon Behavioral Health of California has been terminated for reasons other than medical disciplinary cause or reason, fraud or other criminal activity. Carelon Behavioral Health of California shall provide for the completion of Covered Services from a Terminated EAP Affiliate to a Member who retains eligibility under this Agreement or by operation of law, and who at the time of the provider's contract termination was receiving Covered Services for one of the conditions described below. To continue receiving Covered Services from a Terminated EAP Affiliate, the Terminated EAP Affiliate must agree to continue to provide such services to the Member in accordance with the contractual terms and conditions, including rates, of the Participating EAP Affiliate Agreement.

At the request of an existing Member, Carelon Behavioral Health of California shall provide for the completion of Covered Services for the following conditions and durations:

Acute Conditions: Completion of Covered Services shall be provided for the duration of the acute condition or until the Member's benefits are exhausted, whichever comes first.

Serious Chronic Conditions: Completion of Covered Services shall be provided for a period necessary to complete a course of treatment and to arrange for a safe transfer to a Participating EAP Affiliate, as determined by Carelon Behavioral Health of California in consultation with the Member and the Terminated EAP Affiliate and consistent with good professional practice. Completion of Covered Services shall not exceed 12 months from the provider's contract termination date or until the Member's benefits are exhausted, whichever comes first.

Newborn Child between birth and age 36 months: Completion of Covered Services shall not exceed 12 months from the provider's contract termination date or until the Member's benefits are exhausted, whichever comes first.

Surgery/Other Procedure: Performance of a surgery or other procedure that is authorized by Carelon Behavioral Health of California as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the provider's contract's termination date.

Pregnancy: Completion of Covered Services shall be provided for the duration of the pregnancy.

Terminal Illness: Completion of Covered Services shall be provided for the duration of a terminal illness, which may exceed 12 months from the contract termination date or 12 months from the effective date of coverage of a new member.

Maternal Mental Health: Completion of Covered Services for the maternal mental health condition shall not exceed 12 months from the diagnosis or from the end of effective date of coverage for a new member.

If you wish to continue receiving services from a Terminated EAP Affiliate, please contact Carelon Behavioral Health of California at the Clinical Referral and Member Services number listed at the top of this EOC.

The continuity of care provisions extends to the applicability of the continuity of care benefits for enrollees in the individual market when an enrollee loses coverage because his/her health plan either withdrew from the market in the enrollee's service area or ceased offering the applicable product in the enrollee's service area.

CONTINUITY OF CARE WITH A NON-PARTICIPATING PROVIDER

FOR NEW MEMBERS

Carelon Behavioral Health of California shall, at the request of a new Member, arrange for the continuation of Covered Services rendered to a Member who is undergoing a course of treatment, for one of the conditions specified below, from a Non-Participating Provider.

Group Change Health Plans: At the request of a new Member, Carelon Behavioral Health of California shall provide for the completion of Covered Services for the following conditions and durations:

Acute Conditions: Completion of Covered Services shall be provided for the duration of the acute condition or until the Member's benefits are exhausted, whichever comes first.

Serious Chronic Conditions: Completion of Covered Services shall be provided for a period necessary to complete a course of treatment and to arrange for a safe transfer to a Participating EAP Affiliate, as determined by Carelon Behavioral Health of California in consultation with the Member and the Non-Participating Provider and consistent with good professional practice. Completion of Covered Services shall not exceed 12 months from the effective date of coverage for new members.

Newborn Child between birth and age 36 months: Completion of Covered Services shall not exceed 12 months from the effective date of coverage for a newly covered member and or until the Member's benefits are exhausted, whichever comes first.

Surgery/Other Procedure: Performance of a surgery or other procedure that is authorized by Carelon Behavioral Health of California as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the effective date of coverage.

Pregnancy: Completion of Covered Services shall be provided for the duration of the pregnancy.

Terminal Illness: Completion of Covered Services shall be provided for the duration of a terminal illness, which may exceed 12 months from the effective date of coverage.

Maternal Mental Health: Completion of Covered Services for the maternal mental health condition shall not exceed 12 months from the diagnosis or from the end of effective date of coverage.

In order for a new Member to receive the Covered Services described in this Section from a Non-Participating Provider, the Non-Participating Provider whose services are continued for a newly covered Member must agree in writing to be subject to the same contractual terms and conditions including rates, that are imposed upon currently contracting providers providing similar services who are not capitated and who

are practicing in the same or a similar geographic area as the Non-Participating provider. If the Non-Participating provider does not agree to comply or does not comply with the contractual terms and conditions, Carelon Behavioral Health of California is not required to continue the provider's services. Carelon Behavioral Health of California is not required to cover services or provide benefits not otherwise covered under the Carelon Behavioral Health of California EAP Subscriber Group Agreement.

This section does not apply to new Members who have an out-of-network option or had the option to continue with the previous health plan and instead voluntarily chose to change health plans.

Please note: You should not continue care with a Non-Participating Provider without the formal approval from* Carelon Behavioral Health of California*. If you do not receive pre-authorization by* Carelon Behavioral Health of California*, payment for services performed by a Non-Participating Provider will be your responsibility.

GROUP CONTINUATION

Continuation of Coverage – Federal COBRA: If Employer is subject to the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), an enrolled Member who is an active Employee and enrolled "Qualified Beneficiaries" may be entitled to group continuation coverage in certain instances where coverage under the group agreement would otherwise end. Such coverage shall be offered by Employer to a Member if coverage under the EAP plan is lost because of one or more of the following "qualifying events". A "Qualified Beneficiary" means the spouse and dependent child of the Employee.

- The Employee's termination or separation from employment for reasons other than gross misconduct.
- Reduction in the Employee's hours to less than the number required for group plan coverage.
- The Employee's death.
- Divorce or legal separation of the Employee from his or her legal spouse.
- A dependent child ceases to be a dependent child due to marriage, age, or change in custody.
- The Employee becoming entitled to benefits under Medicare.

If you elect to continue coverage as described above, you must do so within sixty (60) days of the applicable "qualifying event" or the day on which you are notified by the Employer of entitlement to continue coverage, whichever occurs later. You should contact the Employer for information about continuing coverage through COBRA. The Employer will administer this program.

If a Member is entitled to less than 36 months of continuation coverage under COBRA, the Member may be entitled to extend the term of their coverage under the California Continuation Benefits Replacement Act ("Cal-COBRA").

Continuation of Coverage – Cal-COBRA: The information in this section is effective September 1, 2003, and applies to individuals who begin receiving Federal COBRA coverage on or after January 1, 2003.

As noted directly above, if a Member is entitled to less than 36 months of continuation coverage under COBRA and has exhausted the continuation coverage to which the Member was entitled under COBRA, the Member may be entitled to extend the term of their coverage under Cal-COBRA to 36 months from the date the Member's Federal COBRA continuation coverage originally began. For example, a Member or Qualified Beneficiary may be entitled to 18 months of coverage under COBRA due to one of the qualifying events listed above. Upon exhaustion of the 18 months of COBRA coverage, the Member or Qualified Beneficiary may be eligible to continue coverage for up to an additional 18 months under Cal-COBRA. In no case will a Member be eligible for more than a total of 36 months of coverage.

The Employer will notify you before your coverage under COBRA ends. A Member who wishes to continue coverage under Cal-COBRA must request the continuation in writing and deliver the written request, by first-class mail, personal delivery, express mail, or private courier company to the Employer within the 60 day period following the later of (1) the date that the Member's coverage under COBRA was exhausted or (2) the date the Member was sent notice by the Employer of the ability to continue coverage under Cal-COBRA. **Failure to make written notification to the Employer within the required 60 days will disqualify the Member from receiving continuation coverage under Cal-COBRA.**

The Member's first premium payment must be delivered by first class mail, certified mail, personal delivery, express mail, or private courier company to the Employer within 45 days of the date the Member provided written notice to the Employer, of the choice to continue Cal-COBRA coverage. The first premium payment must equal an amount sufficient to pay all required premiums due. **Failure to submit the correct premium amount within the 45-day period will disqualify the Member from receiving Cal-COBRA continuation coverage.**

The Employer may require that you pay the entire cost of your Cal-COBRA coverage. This amount may not be more than 110 percent of the applicable rate charged to a Member under the Employer's group benefit plan who is not covered under Cal-COBRA coverage. This amount must be paid to the Employer each month during the Cal-COBRA continuation period.

In the case of a Qualified Beneficiary who is determined to be disabled pursuant to Title II or Title XVI of the United States Social Security Act, the Qualified Beneficiary shall be required to pay to the Employer an amount no greater than 150 percent of the

group rate after the first 18 months of continuation coverage provided pursuant to this section.

If your Cal-COBRA coverage with a prior group benefit plan ended because the contract between the prior company and the Employer was terminated and the Employer replaced that coverage with Carelon Behavioral Health of California coverage, then you may continue coverage under Carelon Behavioral Health of California for the balance of your Cal-COBRA continuation period. To continue coverage, you must enroll in the Carelon Behavioral Health of California plan and pay the required premium to the Employer within 30 days of receiving the Employer's notification of the termination of the prior group benefit plan.

Your coverage under Cal-COBRA Coverage will terminate when

- The maximum period for continuation has been exhausted; or
- The applicable premium payments are not made within the time required by the Agreement; or
- The Employer or any successor Employer ceases to provide any group benefit plan to his or her employees; or
- The Agreement between Carelon Behavioral Health of California and the Employer is terminated because the Employer replaces the Carelon Behavioral Health of California coverage with coverage from another company, your Cal-COBRA coverage with Carelon Behavioral Health of California will end at that time. The Employer will notify you at least 30 days in advance and advise you how to enroll for coverage for the balance of your Cal-COBRA continuation period under the Employer's new group benefit plan.

It is the Employers' responsibility to comply with COBRA and Cal-COBRA requirements including notifying Members of their continuation of coverage eligibility.

PUBLIC POLICY

Carelon Behavioral Health of California appoints enrolled members who represent enrolled groups to its Public Policy Committee to participate in establishing public policy for the EAP. If you are interested in being appointed to the committee, write to the Public Policy Committee, Carelon Behavioral Health of California, P.O. Box 6065, Cypress, CA 90630-0065.

FURTHER INFORMATION

Your Employer may provide brochures and other materials on the Carelon Behavioral Health of California EAP. If there are variances between those materials and this EOC, this EOC should be regarded as more accurate. If you desire further information, call Carelon Behavioral Health of California toll-free at the Clinical Referral and Member Services number listed at the top of this EOC.

DEFINITIONS

Acute Condition: A medical condition that involves a sudden onset of symptoms due to an illness, injury or other medical problem that requires prompt medical attention and that has a limited duration.

Assessment: A structured evaluation process performed to identify, define, and triage a Member's personal Problem(s) and concerns.

Carelon Behavioral Health of California A California corporation specializing in the management and administration of mental health and substance abuse care, and employee assistance programs.

Cancelled: Cancelled or “not renewed,” means termination of coverage initiated by Carelon Behavioral Health of California during or at the conclusion of the contract term but does not include: 1) Voluntary termination at the request of the Member or Subscriber. 2) Termination for failure to satisfy any statutory or regulatory eligibility requirements under federal or state law. 3) Exhaustion of any time coverage provided by federal or state law, including but not limited to continuation coverage under the federal Consolidated Omnibus Budget Reconciliation Act of 1985. 4) Prospective termination for failure to satisfy eligibility requirements under a group contract.

Clinical Referral Line: Carelon Behavioral Health of California’s 24-hour, toll-free telephone line through which Members receive assistance through the EAP in obtaining access to a Participating EAP Affiliate.

Copayment: An additional amount charged to the Member, which is approved by the Department of Managed Health Care, for the provision of Covered Services, as described in the Other Charges; Copayment paragraph under the section entitled “Liability of Members for Payment”.

Contract holder: Means the Member, Subscriber or Group, Association or Employer with which Carelon Behavioral Health of California has contracted to provide health services.

Counseling: A formal documented relationship between an EAP Affiliate and Member, where when indicated by an Assessment, the EAP Affiliate assists the Member with the resolution of a

	Problem that typically can be resolved in a series of sessions over a short period of time."
Covered Services:	Means those EAP services and benefits that are more particularly described on Attachment "A" of this EOC.
EAP:	The employee assistance program operated by Carelon Behavioral Health of California pursuant to which Carelon Behavioral Health of California provides and arranges for the provision of Assessment, Referral, Counseling, and other services related to participants' substance abuse, mental health, marital, family, financial or legal difficulties.
Emergency Behavioral or Medical Condition:	A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in (1) placing the health of the person affected with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of the persons or others in serious jeopardy; or (2) serious impairment to such person's bodily functions; or (3) serious dysfunction of any bodily organ or part of such person; or (4) serious disfigurement of such person.
Employee:	An individual whose employment is the basis for that individual to participate in the EAP.
Exclusion:	Means that certain services, confinements, treatments, and supplies have been determined to not be Covered Services under the terms and conditions of the EAP Subscriber Group Agreement
Family Member:	Any individual residing with the Employee, including, but not limited to, a spouse, children, grandchildren, significant others, domestic partners, parents, grandparents and roommates. Nannies, housekeepers or other domestic help residing with the Employee are not considered Family Members under this Agreement.
Grievance:	A grievance is a written or oral expression of dissatisfaction to the plan, Carelon Behavioral Health of California, or the Director of the Department of Managed Health Care regarding the plan and/or a provider, including quality of care concerns, complaints, disputes, requests for reconsideration or appeals made by a member or the member's

	representative. A grievance is also a written or oral expression of dissatisfaction by a member, subscriber or group contract holder who believes their plan contract, enrollment or subscription has been or will be improperly cancelled, rescinded or not renewed.
Group:	The Employer or other organization that enters into an Employee Assistance Program Agreement (“Agreement”) with Carelon Behavioral Health of California to provide coverage to Members of the Group.
Individually Identifiable:	Medical Information that includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.
Limitation:	Means that coverage of certain services, confinements, treatments, and supplies are covered on a limited or restricted basis as determined under the terms and conditions of the EAP Subscriber Group Agreement.
Material:	A factor in a matter that a reasonable person would attach importance to in determining the action to be taken in the matter.
Medical Information:	Any Individually Identifiable information, in electronic or physical form, in possession of or derived from a provider, Carelon Behavioral Health of California, or a contractor regarding a patient's medical history, mental or physical condition, or treatment.
Member:	A Member means any individual who is either a Subscriber or Family Member participating in the EAP.
Newborn Child:	Means a newborn child between birth and age 36 months.
Non-Participating EAP Affiliate:	An individual practitioner licensed to provide health care services and who has not entered into an agreement with Carelon Behavioral Health of California.
Participating EAP Affiliate:	A health care practitioner that has entered into an agreement with Carelon Behavioral Health of California to provide EAP Covered Services to Members. EAP Affiliates include without limitation psychologists, clinical social workers, marriage and family therapists, telehealth providers

	and registered nurse clinical specialists licensed to provide EAP Covered Services within the Service Area.
Participating Provider:	A health care provider that has entered into a behavioral health provider agreement accepted by Carelon Behavioral Health of California, to provide mental health and substance use disorder ("MH/SUD") Services or Employee Assistance Program Services to Members under a Carelon Behavioral Health of California Practitioner Agreement. Participating Providers include without limitation psychiatrists, psychologists, clinical social workers, marriage and family therapists, and registered nurse clinical specialists licensed to provide behavioral health care services within the Service Area.
Per Problem:	Each separate incident, event, or situation which causes a Member to seek EAP services and for which a different diagnosis or treatment plan is provided.
Problem:	A concern or event for which a Member is seeking Assessment, Referral or Counseling Services.
Referral:	The process of linking EAP Members with appropriate resources to resolve personal Problems or concerns.
Resident of or work in the Service Area	An individual who resides or works in the Service Area and who is physically present in the Service Area for a total of at least nine months of every period of twelve consecutive months.
Rescind	A retroactive cancellation of coverage.
Serious Chronic Condition:	A medical condition due to a disease, illness or other medical problem or medical disorder that is serious in nature, and that does either of the following: (i) persists without full cure or worsens over an extended period of time; or (ii) requires ongoing treatment to maintain remission or prevent deterioration.
Service Area:	The geographic area for which Carelon Behavioral Health of California is licensed pursuant to the Knox-Keene Health Care Service Plan Act to operate the EAP. See Service Area Insert.
Subscriber:	An individual whose employment or other status, other than family relationship to another individual, is the basis for that

	individual's eligibility to enroll in the Carelon Behavioral Health of California EAP.
Subscription Charges:	The prepaid charges that the Employer shall pay to Carelon Behavioral Health of California to obtain coverage under the Agreement for Members.
Terminated EAP Affiliate or Terminated Provider:	A provider whose contract with Carelon Behavioral Health of California is terminated, expires, or is not renewed.
Third-party corporate telehealth provider	A corporation directly contracted with Carelon Behavioral Health of California that providers health care services exclusively through a telehealth platform and has no physical location at which a member can receive services.
Year:	A twelve (12) month period starting at 12:01 a.m. on the effective date of the Agreement.

ATTACHMENT A

EAP COVERED SERVICES

Subject to all the terms, conditions, limitations and exclusions of the Agreement, Carelon Behavioral Health of California will provide the following EAP Covered Services to Members:

1. **Toll-Free Line**. Carelon Behavioral Health of California will maintain a toll-free number seven days per week, twenty-four hours per day for Members that call to obtain assistance. Depending on the nature of the Problem described by the caller, the Member will be referred to: (i) the appropriate community resource for personal Problems not requiring the services of an EAP Affiliate (e.g., legal, financial, etc.); or (ii) an EAP Affiliate for Assessment, Referral and, if appropriate, Counseling.

2. **Assessment, Referral and Counseling**. Carelon Behavioral Health of California will provide Assessment, Referral and Counseling services to eligible Members for personal Problems, including, but not limited to Problems related to, substance abuse, mental health, marital, family, financial or legal difficulties. Each member will be eligible to receive 3 counseling sessions based upon your Employer's plan. To access these benefits please call 844-327-8873. In the event the Member has behavioral health benefits through a plan other than Carelon Behavioral Health of California, the Carelon Behavioral Health of California associate will assist the Member to contact the other plan if a Referral to that plan's participating provider network is needed. Carelon Behavioral Health of California's EAP Covered Services do not include services other than those described in this EOC.

3. **EAP Enhancement Services.** Your employer may have additional services available through your EAP. These services are provided pursuant to contracts with specialized vendors and are not provided by Participating EAP Affiliates. EAP Enhancement services are not regulated by the California Department of Managed Health Care and grievances and complaints in connection with these services are not subject to the Department's review.

ATTACHMENT B

SERVICE AREA

The Carelon Behavioral Health of California Service Area includes the following California counties:

Alameda
Alpine
Amador
Butte
Calaveras
Colusa
Contra Costa
Del Norte
El Dorado
Fresno
Glenn
Humboldt
Imperial
Inyo
Kern
Kings
Lake

Lassen
Los Angeles
Madera
Marin
Mariposa
Mendocino
Merced
Modoc
Mono
Monterey
Napa
Nevada
Orange
Placer
Plumas
Riverside
Sacramento
San Benito
San Bernardino
San Diego
San Francisco

San Joaquin
San Luis Obispo
San Mateo
Santa Barbara
Santa Clara
Santa Cruz
Shasta
Sierra
Siskiyou
Solano
Sonoma
Stanislaus
Sutter
Tehama
Trinity
Tulare
Tuolumne
Ventura
Yolo
Yuba

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