



# **EMPLOYEE ASSISTANCE PROGRAM COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM**

## **Language Assistance**

**IMPORTANT:** 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), first call your health plan's phone number at 1-800-228-1286. Someone who speaks (your language) can help you. If you need more help, call the HMO Help Center at 1-888-466-2219.

**IMPORTANTE:** Puede obtener la ayuda de un interprete sin costo alguno para hablar con su médico o con su plan de salud. Para obtener la ayuda de un interprete o preguntar sobre información escrita en español, primero llame al número de teléfono de su plan de salud al 1-800-228-1286. Alguien que habla español puede ayudarlo. Si necesita ayuda adicional, llame al Centro de ayuda de HMO al 1-888-466-2219.

BEACON HEALTH OPTIONS OF CALIFORNIA, INC. (“Beacon of California”)  
P.O. Box 6065  
Cypress, California 90802

**Clinical Referral Line: 1-800-[employer group specific #]**  
Member Services: 1-800-[same as above]

EMPLOYEE ASSISTANCE PROGRAM  
COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

Dear Beacon of California Member:

Beacon Health Options of California, Inc. (“Beacon 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 Beacon 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 Beacon 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 prior to enrollment in the Beacon of California EAP. This EOC discloses the terms and conditions of coverage and is only a summary of the terms of the Beacon 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 Member Services telephone number listed above.

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 Beacon 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. In particular, 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 Beacon of California Member Services Representative at the number listed above.

We look forward to serving you.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Arnquist". The signature is written in black ink and is positioned above a thin horizontal line.

Sarah Arnquist  
President

## FEATURES OF THE EAP

- o **EAP COVERED SERVICES:** Except for EAP Enhancement Services described in Attachment A, members are entitled to receive the Covered Services described in this Section and in the EAP Covered Services Insert in Attachment A of this EOC only if provided by a Participating EAP Affiliate in accordance with Beacon of California prior authorization procedure. 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. Each Member will be entitled to receive optional telephonic sessions with a Beacon of California's Telephonic EAP Consultant and up to **[three (3) to eight (8)]** in-person sessions **[per Problem/Year]** with an EAP Affiliate to: (a) assess the Problem; (b) refer the individual, as indicated, to a **[MH/SA Participating – use participating term if Plan manages both EAP and behavioral health benefits for employer]** Provider for behavioral health plan services or other community resource; and (c) follow-up with the Member. In the event the Member has behavioral health benefits through a plan other than Beacon of California, the Beacon of California clinician will assist the Member to contact the other plan if a Referral to that plan's participating provider network is needed.
  
- o **Telephonic Counseling.** If a Beacon of California member elects to receive telephonic EAP counseling services, that member may still receive in-person counseling sessions pursuant to their particular EAP benefits. The utilization of telephonic EAP counseling will not count towards the limit on the number of in-person EAP counseling sessions described in Attachment A of this EOC.
  
- o **CLINICAL REFERRAL LINE:** Because Beacon of California's panel of Participating EAP Affiliates is constantly growing and changing, directories of providers are not published and distributed to Members. Instead, Beacon 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 Beacon of California Clinical Referral Line representative will make a preliminary EAP Needs Assessment for the Member and ask the member if they would prefer to speak with a Beacon of California EAP Consultant telephonically or refer the Member to a Participating EAP Affiliate or provide the names and telephone numbers of EAP Affiliates in their geographic area. You can contact any of these providers for an appointment, or Beacon of California can facilitate an appointment for you.
  
- o **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 Beacon 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.

- o **COMPENSATION OF PARTICIPATING EAP AFFILIATES BY BEACON 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. Beacon 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 Beacon of California at the telephone number listed in the front of this EOC or you may contact your Participating EAP Affiliate.
- o **COPAYMENTS:** There are no copayments, co-insurance or deductibles for you to keep track of or pay.
- o **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.
- o **BEACON 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. With the exception of EAP enhancement services described in Attachment A, all EAP Covered Services must be obtained from Participating EAP Affiliates in order to be covered by Beacon of California. Each Participating EAP Affiliate has been trained so that he or she 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 Beacon of California specifically prohibits the provider from billing you for any charges for EAP Covered Services that are not paid by Beacon of California.

## SECOND OPINION

Requests: Beacon 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. Beacon 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 Beacon of California Member Service Number set forth herein and asking to speak with a Clinical Care Manager. Reviews of requests for a Second Opinion are completed during the course of 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 Clinical Care Manager 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 Clinical Care Manager 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 in the event that 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 his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular 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 Beacon of California Clinical Care Manager, the Beacon 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 more information about Beacon of California Second Opinion policy and timelines for reviewing Second Opinion requests, contact the Member Service department at the toll-free number and address listed at the front 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 Beacon of California.
2. Any confinement, treatment or service rendered prior to the Member's effective date of coverage or subsequent to the time coverage ends, unless authorized by Beacon 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.

## **LIMITATION DUE TO UNUSUAL CIRCUMSTANCES**

To the extent that a natural disaster, war, riot, civil insurrection, or epidemic not within the control of Beacon of California result in the facilities or personnel of Beacon of California being unavailable to arrange for the provision of EAP Covered Services under the Agreement, Beacon of California shall use its best effort to provide or arrange for the provision of such services or benefits. Under these extreme conditions, Members are advised to go to the nearest doctor or hospital for Emergency Services.

## **SERVICE AREA**

Beacon of California's Service Area is the geographic area for which Beacon 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 calling Beacon of California at (800) [employer group specific #] or writing Beacon of California Member Services at PO Box 6065 Cypress, CA 90630-0065.



## **TO OBTAIN SERVICES**

To make an appointment, a Member may call Beacon of California directly 24 hours a day, 365 days a year, as follows:

(800) [employer group specific #] (Toll-free, 24 hours per day, seven days per week)

In emergency situations, Members should call 911 or go immediately to the nearest emergency facility.

## **TIMELY ACCESS TO CARE**

Beacon of California will make available to Members services 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 with 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 Beacon of California Utilization Management processes, procedures, and EAP review criteria, through the Beacon of California Internet site at [www.beaconhealthoptionsca.com](http://www.beaconhealthoptionsca.com). Or, Members may obtain a copy of Beacon of California's Utilization Management policies and procedures or review criteria by calling or writing the Member Services Department at the telephone number and address listed in the front of this EOC.

## **CONFIDENTIALITY OF MEDICAL INFORMATION**

It is Beacon of California's policy to maintain the confidentiality of Member Medical Information in accordance with all applicable state and federal laws. A statement describing Beacon 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 telephone number and address listed in the front of this EOC.

## **LIABILITY OF MEMBERS FOR PAYMENT**

- o **OTHER CHARGES; COPAYMENTS:** The full cost of Covered Services provided under the Beacon 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.
  
- o **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.** With the exception of EAP Enhancement Services, Covered Services must be provided by Beacon of California Participating EAP Affiliates or EAP Consultants. 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 Beacon 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. Beacon of California will not reimburse the Member for any sums the Member pays to any Non-Participating EAP Affiliate (unless authorized by Beacon of California) or for any non-Covered Services.
  
- o **BEACON OF CALIFORNIA'S OBLIGATION TO PAY:** As is required by California law, every Participating EAP Affiliate and EAP Consultant has agreed that Members will not be liable to pay the provider if Beacon of California fails to pay for amounts that Beacon of California owes the provider for rendering Covered Services.

## **REIMBURSEMENT PROVISIONS**

a.) The full cost of Covered Services authorized by Beacon of California and provided by Participating EAP Affiliates or EAP Consultants is paid by Beacon 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 and EAP Consultants will submit all claims information required to receive reimbursement from Beacon of California.

b.) Members who receive Covered Services from a Non-Participating EAP Affiliate *without* Beacon of California 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 Beacon 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 Beacon of California, Beacon 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 Beacon of California for payment at the following address:

Beacon of California P.O. Box 1290  
Latham, NY 12110

Claims can be submitted on any standard health insurance claim form or bill or by a letter. The following information must be included:

- o Member's name, and the Employee's name, address and social security number.
- o Name and address of the non-Participating EAP Affiliate, and the Provider's federal tax identification number.
- o Date, procedure code and amount billed for each separate service.

The claim should be sent to Beacon 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 Beacon 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 Beacon of California's Grievance Procedures as described in this EOC.

## **REIMBURSEMENT OF THIRD-PARTY LIABILITY EXPENSES**

If you receive EAP Covered Services under your Beacon 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 Beacon 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 Beacon 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 Beacon of California or its nominee.

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

## **GRIEVANCE PROCEDURES**

**Telephone Inquiries:** If a Member has an administrative question or inquiry regarding eligibility, benefit coverage or any other matter relating to the Beacon of California EAP, he or she may telephone Beacon of California's Member Services Department. Beacon of California's address and telephone number are listed on the inside cover of this EOC. The Member Services staff will work with the Member to resolve the matter.

**Grievances:** Beacon of California has a Grievance procedure for receiving and resolving Members' Grievances with Beacon of California and/or EAP Affiliates and EAP Consultants. 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. Grievances may be filed telephonically, in person, in writing, by facsimile, by e-mail or online through the Beacon of California Internet site at [www.beaconhealthoptionsca.com](http://www.beaconhealthoptionsca.com). Beacon of California will mail a Grievance form for this purpose, and a copy of Beacon of California's Grievance Procedure, to the Member upon request. If the Member wishes, Beacon of California Member Services staff will assist in completing the Grievance form. Completed Grievance forms must be mailed or delivered to Beacon of California at PO Box 6065 Cypress, CA 90630-0065. Beacon of California will acknowledge receipt of a Grievance within five (5) calendar days.

**Response:** Beacon of California will respond in writing with a resolution to a Grievance within thirty (30) calendar days of receipt.

**Urgent Grievances:** You have the right to an expedited review for urgent Grievances 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 authorized representative, or by your provider. Call the Member Services Department at the number in the front of this EOC and tell the representative that you are requesting an expedited review of an urgent Grievance. Beacon of California will notify the provider of the decision in no more than 72 hours and send the Member a written statement on the disposition or pending status of the Grievance within the same 72 hours from receipt of the Grievance.

**Additional Review:** If the Member is not satisfied with Beacon of California's response to a Grievance, the Member may submit a request to Beacon of California for voluntary mediation or binding arbitration within sixty (60) days of receipt of Beacon of California response. However, in the case of binding arbitration, if Member has legitimate health or other reasons which would prevent Member from electing binding arbitration within sixty (60) days, Member may have as long as reasonably necessary to accommodate special needs in order to elect binding arbitration. The Member may file a Grievance with the Department of Managed Health Care after completing the Beacon of California Grievance Process or voluntary mediation or after participating in the Beacon of California Grievance Process or voluntary mediation for thirty (30) days. Further, if Member seeks review by the Department of Managed Health Care within sixty (60) days of Beacon of California's response, Member will have an additional sixty (60) days from the date of final resolution by the Department of Managed Health Care to request

binding arbitration. Arbitration will be conducted in accordance with the Arbitration section of this EOC.

**Voluntary Mediation:** In the event a Member is dissatisfied with the Beacon of California's determination, the Member may request voluntary mediation with Beacon of California prior to exercising the right to submit the Grievance to the Department of Managed Health Care, as described below. The request must be made within sixty (60) days of the Beacon of California determination. The use of mediation services does not preclude the right to submit the Grievance to the Department of Managed Health Care upon completion of mediation. In order to initiate voluntary mediation, either the Member or an individual acting on the Member's behalf must submit a written request to Beacon of California. If all parties mutually agree to mediation, the mediation will be administered by the Judicial and Mediations Services ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules and Procedures, unless the parties agree otherwise. The expense of mediation shall be shared equally by the parties. The Department of Managed Health Care will have no administrative or enforcement responsibilities with respect to the voluntary mediation process.

**Review by 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)** 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-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.

EAP enhancement services as described in Attachment A are not regulated by the Department and grievances in connection with these services are not subject to the Department's review.

## 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 Beacon 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 Beacon 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, Beacon of California shall assume all or a portion of a Member's share of the fees and expenses of the neutral arbitrator. Upon request, Beacon 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 Beacon 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 BEACON 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 Beacon 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 Beacon 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 Beacon 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 Beacon 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 of 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 Beacon 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 Beacon of California and your Employer.

## **CANCELLATION AND TERMINATION OF BENEFITS**

**Termination of Group Agreement:** Your Employer is required to give you written notice of any termination of the Employee Assistance Program Agreement. Except as described below, all of your coverage terminates following the later of: (i) any termination, cancellation or expiration of the Agreement; or (ii) any applicable grace period. Beacon of California shall continue to provide or cover only those Covered Services following termination of the Agreement that were authorized by Beacon of California prior to termination of the Agreement or during the grace period.

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

**Nonpayment of Subscription Charges.** Beacon of California may terminate the Agreement if your Employer fails to pay Subscription Charges as they become due, by giving prior written notice of cancellation of the EAP Subscriber Group Agreement. A grace period of thirty (30) days shall be allowed for the payment of any Subscription Charges that begins on the first day after the last day of paid coverage. No later than 5 business days after the last day of paid coverage, Beacon of California shall issue to the Employer via first class mail a Notice of Cancellation for Nonpayment of Premiums and Grace Period. If the Subscription Charges are not received by the end of the grace period, Beacon of California will mail to the Employer a Notice Confirming Termination of Benefits. The Employer shall mail promptly to each Subscriber a legible copy of appropriate notice of any cancellation, termination, expiration or nonrenewal of the EAP Subscriber Group Agreement and thereafter promptly provide Beacon of California proof of such mailing and the date thereof. Coverage for all Members enrolled in this Plan shall automatically be terminated no sooner than expiration of the grace period.

**Misrepresentation:** Beacon of California may terminate the coverage of the Member effective thirty (30) days after Beacon of California mails a written notice of termination to the Member if Beacon of California finds that Member knowingly furnished Materially incorrect or incomplete enrollment information to Employer or Beacon of California (enrollment information includes a Member's date of birth, date of hire, or relationship to another Member such as the Subscriber).

**Deceptive Use:** If any Member fraudulently or deceptively uses the services of the Beacon of California EAP or knowingly permits such fraud or deception by another, the coverage of such Member may be terminated effective thirty (30) days after Beacon of California mails a written notice of termination to the Member.

California law provides that any Member who alleges that enrollment in the Beacon of California EAP has been canceled or not renewed because of the Member's health status or requirements for health care services may request a review of the cancellation or nonrenewal of enrollment by the California Director of the Department of Managed Health Care.

## CONTINUITY OF CARE WITH A TERMINATED EAP AFFILIATE FOR EXISTING MEMBERS

Beacon 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 Beacon of California has been terminated for reasons other than medical disciplinary cause or reason, fraud or other criminal activity. Beacon 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. In order 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, Beacon 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 of time necessary to complete a course of treatment and to arrange for a safe transfer to a Participating EAP Affiliate, as determined by Beacon 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: 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 Beacon 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.

If you wish to continue receiving services from a Terminated EAP Affiliate, please contact the Beacon of California Members Services Department at the number listed on the first page of this EOC. **Please note:** EAP Consultants are not available to provide ongoing counseling through your group health plan.

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

Under certain circumstances, new Members of Beacon of California may be able to temporarily continue receiving covered services from a Non-Participating Provider.

Group Changed Health Plans: Transition assistance is available for Members of a new Employer Group who are receiving treatment for an Acute, Serious or Chronic mental health condition from a Non-Participating provider when the Employer changes health plans. Typically, such conditions require continued care with a Non-Participating Provider for a limited period of time. Beacon of California will cover a reasonable transition period to continue a Member's course of treatment with the Non-Participating Provider prior to transferring to a Participating Provider. The length of the transition period shall take into account on a case-by-case basis, the severity of the Member's condition and the amount of time reasonably necessary to effectuate a safe transfer. Reasonable consideration shall be given to the potential clinical effect a change of provider would have on the Member's treatment for the condition.

In order for a new Member to receive the Covered Services described in this Section from a Non-Participating Provider, the Non-Participating Provider must agree to accept the same contractual terms and conditions, including rates, as Beacon of California Participating Providers. Beacon of California is not required to cover services or provide benefits not otherwise covered under the Beacon 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.

If you're a new Member and believe you qualify for continuity of care, please call the Beacon of California Member Services Department or your Employer and request the form "Request for Continuity of Care Benefits - New Enrollees". Complete the form and have the Non-Participating Provider complete his/her part of the form and return the form to Beacon of California as soon as possible. Upon receiving the form, a review will be completed and you will be notified of the decision in writing within five (5) calendar days of receipt of the form.

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

## GROUP CONTINUATION

I. 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”).

II. 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 Beacon of California coverage then you may continue coverage under Beacon of California for the balance of your Cal-COBRA continuation period. To continue coverage, you must enroll in the Beacon 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



















