



April 7, 2026

Katie Ford, Human Resources Manager  
County of Mendocino  
501 Low Gap Road, Room 1326  
Ukiah, CA 95482

Dear Ms. Ford:

This letter is to serve as a renewal and an amendment of the current Services Agreement for the Employee Assistance Program (“Agreement”) by and between **MAGELLAN HEALTH SERVICES OF CALIFORNIA, INC.-EMPLOYER SERVICES** (“Magellan Employer Services”), and **COUNTY OF MENDOCINO** (“Sponsor”), which is effective July 1, 2024 as amended and extended through June 30, 2026.

Effective July 1, 2026:

1. Section 3.4 Fee Adjustments is deleted in its entirety and replaced as follows:

3.4 Fee Adjustments. Except as set forth in this Section 3.4, Magellan Employer Services guarantees the Service Fees under this Agreement through June 30, 2029, provided the facts set forth in Section 3.3 remain unchanged

2. Section 4.1 Term and Renewal is amended to extend the term of this Agreement for three (3) years from July 1, 2026 to June 30, 2029, unless terminated sooner in accordance with Section 4.2.

3. Section 4.2.3 Miscellaneous Events is deleted in its entirety and replaced as follows:

4.2.3 Miscellaneous Events. Either party may terminate this Agreement immediately upon written notice to the other party if (a) the other party engages in fraud or intentional misrepresentation in connection with a decision to enter into this Agreement or fulfill any obligations hereunder, or (b) the party ceases to operate.

4. Section 4.2.4 Termination for Convenience is added to the Agreement as follows:

4.2.4 Termination for Convenience. Magellan Employer Services or Sponsor may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other party. If Sponsor is terminating this Agreement for convenience, it must pay (i) four (4) months of Fees (measured by multiplying by four the Fees paid Magellan Employer Services for the month immediately prior to its written notice of termination for convenience) to Magellan Employer Services at the time of its written notice of termination for convenience, if it is terminating the Agreement effective within the first Contract Year; or (ii) two (2) months of Fees (measured by multiplying by two the Fees paid Magellan Employer Services for the month immediately prior to its written notice of termination for convenience) to Magellan Employer Services at the time of its written notice of termination for convenience, if it is terminating the Agreement effective within the second Contract Year. No Fees are due Magellan Employer Services if Sponsor is terminating the Agreement effective within the third Contract Year.

5. Section 13.5 Notices is deleted in its entirety and replaced as follows:

13.5 Notices. Unless otherwise provided in this Agreement, all notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given if given by e-mail to [contractnotices@magellanhealth.com](mailto:contractnotices@magellanhealth.com) or registered, certified or express mail, or reputable overnight courier service with receipt confirmed as follows:

To Magellan Employer Services: c/o Magellan Healthcare, Inc.  
13500 Riverport Drive, Suite 110  
Maryland Heights, MO 63043  
Attention: President

With a copy to: c/o Magellan Healthcare, Inc.  
13500 Riverport Drive, Suite 110  
Maryland Heights, MO 63043  
Attention: Office of General Counsel

To Sponsor: County of Mendocino  
501 Low Gap Road, Room 1326  
Ukiah, CA 95482  
Attention: Human Resources Manager

From time to time, either party may designate a different name or address for purposes of notice.

6. Addendum A Section 2.5 Training Hours is deleted in its entirety and replaced as follows:

2.5. Training Hours. At the request of Sponsor and a minimum of seven (7) business days' notice, Magellan Employer Services and/or its vendor partners will provide standard employee wellness seminars and supervisor or employee trainings ("Training Hours") for a Supplemental Fee at the rate set forth on Addendum B. Training Hours do not include non-local travel expenses (*i.e.*, those reasonable expenses in connection with travel in excess of fifty (50) miles or one (1) hour from the office of the Magellan Employer Services' representative to the worksite, charged at Magellan Employer Services' actual cost) and special instructional materials, if any. In the event that any service is scheduled and subsequently canceled with less than five (5) business days' notice, Sponsor will be billed or debited as if the scheduled services had been delivered. Unless otherwise agreed by Magellan Employer Services and Sponsor, all Training Hours shall be delivered in-person at a Sponsor worksite.

Magellan Employer Services' external vendors may also offer additional options for topics that Training Hours may be used for; in such an event, these trainings will be listed in Magellan Employer Services' training guide and subject to availability. Magellan Employer Services will inform Sponsor of the additional costs of any such Training Hours in the event additional cost is necessary to utilize such a training in advance of scheduling these options.

While availability of recordings or agreement to allow recording of a seminar or training is not guaranteed and is subject on a case-by-case basis to Magellan Employer Services' sole discretion (to be provided promptly upon Sponsor request to record or provide a recording of a Training Hour), in the event Magellan Employer Services agrees to allow Sponsor to record or receive a recording of a training and thereby grants a license to such training and related material, the following terms and conditions shall apply without need for individual licensure:

- Any such license will be effective from the date of recording for the sooner of six (6) months from the date of recording or the date of termination of this Agreement. Such

period may be extended as mutually agreed and Magellan Employer Services reserves the right to terminate such licensure for a particular recording or recordings if the content therein no longer represents Magellan Employer Services or clinical best practices or becomes outdated in Magellan Employer Services' sole determination.

- Sponsor recognizes that Magellan Employer Services' training program is unique, robust, and proprietary and agrees to protect the proprietary nature of these trainings in accordance with the terms of this Agreement.
- Sponsor agrees to treat any such recording or its related materials as Proprietary Information subject to this Agreement.
- Sponsor agrees to use the recordings and materials solely for the purpose of conducting training of or making the presentations available to Sponsor Employees and/or management personnel during the license period.
- Sponsor agrees to refrain copying the materials and disclosing, distributing, or broadcasting externally the presentation, recordings, and materials except as required in order for Sponsor personnel to organize training for or make the presentation or recording available to employees and staff or to make such recordings and materials available for later review by its Employees and/or management. At any rate, any posting or publication of the presentation or materials shall be on internal-only platforms and locations over which Sponsor has control that are not publicly accessible.
- Sponsor agrees to refrain from editing the recordings or making any changes whatsoever to the materials without first consulting Magellan Employer Services.
- Sponsor agrees to, within five business days following request by Magellan Employer Services or at the end of the license period, cease using the licensed material and use commercially reasonable efforts to, if applicable, return or destroy all print materials, recordings, and other tangible or electronic materials.

7. Addendum B Fee Schedule is deleted in its entirety and replaced with Addendum B, as attached hereto.

8. Exhibit #1 is deleted in its entirety and replaced with a revised Exhibit #1 Combined Evidence of Coverage and Disclosure Form, provided as a separate attachment to this document.

All remaining terms of the Agreement remain unchanged and in effect.

If this letter reflects your understanding of the new terms of our agreement, please have this letter signed by the appropriate person and returned to me.

We appreciate your continued confidence in Magellan Employer Services and are proud to be able to list **County of Mendocino** as one of our clients.

Sincerely,

Mary Anne Gallagher-Burns  
Director, Small Midmarket Account Management

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

By: [Signature]  
DEPARTMENT HEAD

Date: 05/04/2026

Budgeted:  Yes  No

Budget Unit: 0715

Line Item: 86-2189

Org/Object Code: HI

Grant:  Yes  No

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: [Signature]  
BERNIE NORVELL, Chair  
BOARD OF SUPERVISORS

Date: 06/02/2026

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 06/02/2026

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]  
Deputy 06/02/2026

**INSURANCE REVIEW:**

By: [Signature]  
Risk Management

Date: 05/04/2026

**CONTRACTOR/COMPANY NAME**

By: [Signature]  
SIGNATURE

Date: 05/12/2026

**NAME AND ADDRESS OF CONTRACTOR:**

Magellan Health Services of California, Inc.  
3131 Camino Del Rio North, 4th Floor  
San Diego, CA 92108

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: [Signature]  
COUNTY COUNSEL

Date: 05/04/2026

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: [Signature]  
Deputy CEO or Designee

Date: 05/04/2026

Signatory Authority: \$0-\$25,000 Department; \$25,001-\$75,000 Purchasing Agent; \$75,001+ Board of Supervisors

<b>ADDENDUM B FEE SCHEDULE</b>
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**PEPM Rates (to be applied to applicable Employee Count)**

**Non-First Responders**

1-10 Session EAP	\$4.28
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**First Responders**

1-10 Session EAP	\$4.28
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**Supplemental Fees**

Training Hours	\$275.00 per hour plus non-local travel expenses and special instructional materials, if any
CIR Services	\$275.00 per CIR provider per hour plus non-local travel expenses, if any
CIR Cancellation Fee	\$275.00 per scheduled hour
DOT/SAP Services	\$900.00 per case

The compensation payable to Magellan Employer Services hereunder shall not exceed two hundred and fifty-five thousand dollars (\$255,000.00) for the term of this Agreement.

Magellan Health Services of California, Inc.-Employer  
Services  
Employee Assistance Program  
Combined Evidence of Coverage  
and Disclosure Form

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

**IMPORTANT:**

Can you read this in English? If not, we can ask someone to help you read it. You can get a free interpreter to talk to your provider or health plan. For free help finding an interpreter in your language or to request written information in your language, please call your toll free number.

**IMPORTANTE:**

¿Puedes leer esto en inglés? Si no, podemos pedirle a alguien que le ayude a leerlo. Puede conseguir un intérprete sin costo para hablar con su proveedor o plan de salud. Para obtener ayuda gratuita para conseguir un intérprete en su idioma o para solicitar información escrita en su idioma, llame a su número gratuito.

P.O. Box 710430  
San Diego, CA 92171  
800-424-1565 (option 6)

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## **Introduction**

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

## **Definitions**

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

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

***Domestic Partner:*** a person of the same or opposite sex who shares your permanent residence; has resided with you for at least one year; is at least 18 years of age and not a blood relative; and is financially interdependent with you through common ownership or lease of real property; joint ownership of a motor vehicle; a joint bank account or a joint credit account; and/or other indicators of financial interdependence.

***EAP counselor:*** A psychologist, clinical social worker, marriage, family and child counselor or other professional who is licensed under applicable state law to deliver counseling services and who is contracted with us to provide EAP services.

***Eligible dependent:*** A person eligible for EAP coverage through his or her relationship with an eligible employee of the *plan sponsor*. *Eligible dependents* may include your spouse, your children, your *domestic partner*, or members of your household. Ask the *plan sponsor* who qualifies as an *eligible dependent* under your EAP.

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

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

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

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

***Grievance:*** Any written or oral expression of dissatisfaction regarding us and/or a provider, including quality of care concerns. The term “grievance” includes any complaint, dispute, request for reconsideration, or appeal made by you or your representative.

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

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

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\* Magellan Health Services of California, Inc.-Employer Services is a subsidiary of Magellan Health Services, Inc. that provides services in California and is licensed by the California Department of Managed Health Care.

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

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

**Us, We, Our:** Magellan Health Services of California, Inc.—Employer Services, your EAP program administrator.

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

## **Eligibility and Coverage**

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

### **❖ Start and end of coverage**

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

### **❖ Termination of benefits**

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

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

### **❖ Dependent coverage**

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

## **Prepayment Fees**

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

## **Other Charges**

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

## **Reimbursement Provisions**

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

## **Confidentiality**

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

## **Description of EAP Services**

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

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

The personal consultation services consist of an assessment of your problem by a licensed mental health professional, and, as clinically appropriate:

- *brief counseling*; or
- a referral to a resource in your community for treatment. If you are referred for treatment beyond the personal consultation services, with your permission, we may also follow up to monitor the effectiveness of the assistance you receive.

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

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

### **Exclusions**

Your EAP does not provide or pay for:

- Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis)
- Inpatient treatment
- Services by providers who are not part of our *EAP counselor* network
- EAP *sessions* that were not accessed through our toll-free telephone number or our on-line self-referral service for the particular *episode of care*
- Psychological, psychiatric, neurological, educational, or IQ testing
- Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation
- Medication, medication management. If you have a mental health or substance abuse condition for which medication is required, you must see a doctor to prescribe the medication and oversee your use of the medication.
- Evaluations for fitness for duty or excuses for leaves of absence or time off
- Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), obtaining any kind of insurance coverage
- Court-mandated counseling, evaluations required by a state or federal judicial officer or other governmental official or agency or to be used in legal actions of any kind (for example, child custody proceedings)
- Testimony in legal proceedings, creation of records for legal proceedings or other preparation for legal proceedings
- Guidance on workplace issues when you sue, or threaten to sue, your *plan sponsor*
- Acupuncture
- Biofeedback & hypnotherapy
- Group Counseling
- Services to permit members to fulfill any group health plan prerequisite that EAP services be utilized prior to behavioral health benefits becoming available

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

## **Access to Services**

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

### **❖ Personal consultation services**

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

### **❖ Crisis services – What to do in an Emergency**

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

## **Choice of Providers**

### **❖ Our provider network**

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

### **❖ Your Liability for payment**

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

### **❖ Choosing or changing a provider**

Only *EAP counselors* in our network of providers are eligible to provide EAP services. You may review a list of our *EAP counselors* in your area at any time. However, you must engage Magellan online or call us at the toll-free number for a referral for EAP services (see Access to Services section). To obtain a list of *EAP counselors*, call the toll-free telephone number on the attached Benefit Schedule, write to the Network Department at the address on the first page, or check on-line at [Member.MagellanHealthcare.com](http://Member.MagellanHealthcare.com). Because we update the list on a regular basis, it is subject to change without notice. If you are dissatisfied with your

*EAP counselor*, we will make another *EAP counselor* available to you, whenever possible. Simply call the toll-free number on the attached Benefit Schedule. We do not guarantee the initial or continued availability of any particular *EAP counselor*.

❖ **Continuation after *EAP counselor* leaves our provider network**

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

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

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

If you are receiving EAP services through another EAP organization when your employer switches EAP vendors to us, it is likely that the other organization will continue to cover that *episode of care* until its completion. However, if at the time of the switch, you have not completed an *episode of care* from a provider not contracted with us for an acute, serious, or chronic mental health condition, upon your request, we may allow you to complete the *episode of care* with the non-contracted provider. In deciding whether to allow a provider not contracted with us to furnish you EAP services, we will take into account the severity of your condition, the amount of time needed to transition to a new, contracted *EAP counselor*, and the willingness of the provider to agree to our standard provider contract. If you would like information about continuing with a non-contracted provider when you switch to our EAP, call the toll-free number on the attached Benefit Schedule.

**Facilities**

In most areas, the offices of our *EAP counselors* are located close to where you work or live. To find out the locations of *EAP counselors*, call the toll-free number on the attached Benefit Schedule or check our website at [Member.MagellanHealthcare.com](http://Member.MagellanHealthcare.com).

**Second Opinions**

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

**Disputes and Grievances**

If you have a *grievance* regarding any of our services or the services of any *EAP counselor*, or you have a dispute about our services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Magellan Health Services of California, Inc.—Employer Services, at the address on the first page. You may make your *grievance* by telephone or in writing or on-line through [Member.MagellanHealthcare.com](http://Member.MagellanHealthcare.com). You may request a *grievance* form to submit your *grievance* in writing.

If you need assistance completing the ***grievance*** form, please contact us at the toll-free number on the attached Benefit Schedule. If possible, we will respond to your inquiry immediately. We will provide you with written acknowledgement of your complaint within five (5) calendar days except when your complaint does not relate to coverage under the EAP and we are able to resolve your complaint by the next business day. We will resolve your ***grievance*** within thirty (30) calendar days following our receipt of your complaint. We will offer you a resolution in writing, explaining the reasons for our resolution. If your complaint or ***grievance*** is of an urgent nature you may call us at the toll-free number on the attached Benefit Schedule and let us know that you have an urgent ***grievance***. (An urgent complaint or ***grievance*** is a complaint or ***grievance*** that involves an imminent and serious threat to your health, including but not limited to, severe pain, potential loss of life, limb, or major bodily function.) We will conduct an expedited review and provide you with a written statement of our resolution within three (3) calendar days of receipt of the complaint or ***grievance***. You have the right to immediately contact the California Department of Managed Health Care; you do not have to participate in our ***grievance*** process before asking the Department of Managed Health Care to review your urgent complaint or ***grievance***. You may file a ***grievance*** up to 180 calendar days following any incident or action that is the subject of your dissatisfaction.

### **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 **1-800-523-5668** 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 web site [www.dmhc.ca.gov](http://www.dmhc.ca.gov) has complaint forms, IMR application forms and instructions online.

### **Provisions Regarding Fraud**

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

### **Public Policy Participation**

If you are interested, you can have a voice in our policy-making process. We maintain a Public Policy Committee that meets on a quarterly basis to establish the public policy for us. Call us with your ideas and/or your interest in serving on the Public Policy Committee at 1-800-424-1565 ext. 7109 or write to Magellan Health Services of California, Inc.-Employer Services, Public Policy Committee at P.O. Box 710430, San Diego, CA 92171.

### **Organ Donations**

We encourage you to consider making a commitment to organ or tissue donation and to talk to your family or next of kin about your decision. When you donate an organ or tissue, you give someone else the chance to live. For information about how to become an organ donor, you can contact Health Resources and Services Administration (HRSA) at <http://www.organdonor.gov/> or HRSA, U.S. Department of Health and

Human Services, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857, or the Coalition on Donation at [coalition@shareyourlife.org](mailto:coalition@shareyourlife.org) or 700 North 4<sup>th</sup> Street, Richmond, VA 23219.

### **Renewal Provisions**

The contract with your *plan sponsor* is renewable at the option of the *plan sponsor*. We may change our fees, services, or the terms of the contract with your *plan sponsor* on any renewal of the contract unless otherwise mandated by law. If we do make any changes, we will give your *plan sponsor* at least 30 days advance notice of the change. While the number or type of EAP *sessions* you receive may change in such cases, it is unlikely that your eligibility for EAP services will be affected. We can choose not to renew at all if the *plan sponsor* fails to pay our fees, commits *fraud* or intentionally misrepresents material facts, or fails to comply with a material provision of the contract. If we choose to cancel or not renew the EAP contract with your *plan sponsor*, your *plan sponsor* will notify you at least 15 days prior to the termination date.

### **Individual Continuation of Group Benefits**

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

### **Language Assistance**

As an EAP plan member, you have the right to interpreter services in your language, at no cost to you, to help you get EAP services. For help with getting an interpreter, please call us toll-free at the telephone number on the attached Benefit Schedule, 24 hours a day, 7 days a week. To request this entire document in your language, call us toll-free at 800-424-1565 (option 6).

### **Further Information**

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

### **Your Responsibilities**

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

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

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***SCHEDULE OF BENEFITS***

**EAP Services**

- Personal consultation (assessment and ***brief counseling*** or referral, as appropriate) with an ***EAP counselor*** -- Up to 10 ***sessions*** per ***problem*** per year, as clinically appropriate
- Follow-up

**Toll-Free Telephone Number for service access, questions about the EAP, the availability of a second opinion, and complaints:** 1-800-523-5668. If you are speech or hearing impaired, call us toll-free at 1-800-456-4006 (TDD) for assistance.

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

## NOTICE OF PRIVACY PRACTICES

Human Affairs International of California and Magellan Health Services of California, Inc.—Employer Services  
Employee Assistance Programs

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**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **USES AND RELEASES OF PROTECTED HEALTH INFORMATION (PHI)**

We believe in protecting the privacy of your health information. We may use or disclose your Protected Health Information (PHI) only for very specific reasons. **PHI is any information related to health that identifies an individual.** This information can be electronic or in any other format. Different types of uses and disclosures are listed and explained below. Note: An example is not given for every use or disclosure reason.

When disclosing or using PHI, we will use the least amount of information necessary. If we need to use or release information in a way that is not generally described in this notice, we will contact you for your written permission before the proposed use or disclosure.

### **TYPES OF USES OR RELEASES OF INFORMATION**

#### *Treatment*

We may use and disclose PHI about you to assist in providing treatment or services. Treatment means the provision, coordination, or management of health care and related services by one or more providers, including the following activities:

- Coordinating health care or related services by a provider with a third party
- Consultation between providers relating to a patient
- The referral of a patient from one provider to another

For example, we may use the information you give us when we conduct an assessment, including an assessment for threat of violence (TOV). We may disclose your PHI when we refer you to an EAP counselor or coordinate your care.

#### *Payment*

We may use and disclose your PHI so that your treatment and services may be billed and your provider can receive payment. For example, our finance department will use information on the claim submitted by your EAP counselor to pay the claim.

#### *Health Care Operations*

We may use or disclose PHI to carry out health care operations. Examples of health care operations include such things as:

- Activities to analyze trends relating to improving health or reducing health care costs (called population-based activities);
- Case management and coordination of health care;
- Quality assurance activities (including audits by third parties);
- Contacting you or your provider with information about other forms of care.

We may use and disclose your PHI for these or other activities that fall under this definition, such as preventive treatment programs or fraud detection and investigation.

### **HEALTH OVERSIGHT ACTIVITIES**

We may disclose PHI to a health oversight agency for compliance activities authorized by law. These activities are necessary for the government to oversee the health care system, compliance of benefits programs, and compliance with civil rights laws. Disclosures may occur through audits, investigations, licensure or disciplinary actions or civil, administrative or criminal proceedings. We will only disclose the minimum amount of information required by law.

#### *Information Relating to Certain Services and the Treatment of Minors*

Information pertaining to treatment or services for some sensitive conditions, such as substance abuse, mental health, and HIV, may be subject to more restrictive privacy protections under state or federal law, such as 42 CFR Part 2. Uses and disclosures of such information may be limited or prohibited by such laws in your state. For more information about these kinds of federal and state law restrictions, including 42 CFR Part 2, and how they may apply to our uses and disclosures of certain PHI, please contact our Privacy Officer as noted at the end of this document.

Substance use disorder treatment records received from programs subject to 42 CFR Part 2, or testimony relating the content of such records, shall not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless based on your written consent, or a court order after notice and an opportunity to be heard is provided to your or the holder of the record, as provided in 42 CFR part 2. A court order authorizing such use or disclosure must be accompanied by a subpoena or other legal requirement compelling disclosure before the requested record is used or disclosed.

Information relating to the treatment of minors will be kept private according to federal and state laws. Under California law, minors after age 12, may receive outpatient mental health and/or substance abuse treatment without permission from their parents. We follow all applicable laws that apply to the confidentiality of treatment for minors, including, without limitation, prohibiting the disclosure of sensitive information, as expanded under AB 1184 and related laws and regulations, to the parent or a minor, without the minor's written consent.

#### *Health-Related Benefits or Services*

On occasion, we may use and disclose PHI for preventive treatment reasons. Our preventive programs meet nationally recognized quality and preventive health standards.

#### *Lawsuits and Disputes*

We may disclose PHI in response to a subpoena or court order. We may also disclose PHI in response to legal cases that directly involve us or the group health plan through which you receive our services. All other disclosures for lawsuits or investigations will be made only with your written permission.

#### *Appointment Reminders*

We may use and disclose PHI to remind you of upcoming appointments.

#### *Treatment Alternatives*

We may use and disclose PHI to let you know about other types of care that may be of interest to you. All such communications are handled in a manner that protects your privacy.

#### *Release of Information to Family Members*

Subject to the provisions of AB 1184 relative to the disclosure of sensitive information, in an emergency, or if you are not able to provide permission, we may disclose limited information about your general condition or location to someone who is directly involved in your care or the payment of your care, or who can make decisions on your behalf.

#### *Release of Information to the Armed Forces*

If you are or were previously a member of the armed forces, we will disclose your PHI to the armed forces as required by law and subject to the provisions of AB 1184, including any restriction or prohibition of disclosure without the Enrollee's written release authorization where applicable. We will only disclose the minimum amount of information needed to carry out the purpose of the use or disclosure.

#### *Release of Information to Workers Compensation or Similar Programs*

We will not disclose PHI to workers compensation programs or other similar types of programs without your signed permission unless authorized by and necessary to comply with laws governing such programs.

#### *As Required or Permitted by Law for Public Safety*

Subject to the provisions and limitations of AB 1184, we will disclose PHI when required or permitted to do so by law for public safety. Disclosures may be made to protect you from a serious threat to your health or safety or to protect the health or safety of another person. Disclosures may also be made when requested by federal officials for national security or intelligence activities or for the protection of public officials. We will only disclose the minimum amount of information needed and will follow specific legal guidelines.

#### *Government Security Clearances*

We may disclose PHI when required by law for government security clearances. We will only disclose the minimum amount of information needed for the clearance.

#### *Public Health Risks*

We may disclose PHI as authorized or required by law for public health activities. This includes reporting child abuse or neglect, adult abuse, unfavorable events, or product defect reporting. We will only disclose the minimum amount of information required by applicable law.

#### *Inmates*

If you are an inmate or are in the custody of law enforcement, we may disclose your PHI without your permission. We will only do this for your health care, for the health and safety of you or others, or the safety of, or further law enforcement on the property of the correctional facility.

#### *Psychotherapy Notes*

We generally should not have psychotherapy notes and do not disclose psychotherapy notes to outside parties. Psychotherapy notes are defined as notes recorded by a mental health professional that consist of the written record or evaluation of the contents of a conversation during a private counseling session or a group, joint, or family counseling session. These notes must be maintained separately from the rest of the individual's mental health/medical record. We may use and disclose psychotherapy notes as required by law (for example, to prevent a serious threat to health or safety) or to defend ourselves against a lawsuit by you.

#### *Other Uses and Disclosures*

Other uses and disclosures will be made only with your written permission. For example, any uses or disclosures of PHI for marketing purposes or that constitute the sale of PHI requires your written permission. You are permitted to discontinue such authorization at any time in writing. Requests to discontinue permission to release information will be honored except when we have already taken action based on your prior permission to use or disclose the information. Also, while we do not use or disclose PHI for underwriting purposes, any health plans that do so are prohibited from using or disclosing any genetic information for underwriting purposes. Similarly, while we do not use or disclose PHI for fundraising purposes, any health plans that do so must furnish the opportunity to opt-out.

### **RIGHTS RELATED TO PHI**

You have certain rights under federal privacy laws relating to your PHI. To exercise these rights, you must submit your request in writing to our Privacy Official at 300 Continental Boulevard Suite #240, El Segundo, CA 90245. For further information, you can also reach our Privacy Official by telephone at 1-800-424-1565.

#### *Right to Request Restrictions on Uses and Disclosures*

You have a right to request limits on certain uses and disclosures of PHI for treatment, payment or health care operations. We will consider each request but we are not required to agree to any requested limits. In certain cases, limits set on the disclosure of PHI may affect our ability to pay for your services. An entity covered by the HIPAA rules (such as your health care provider) must comply with your request that health information regarding a specific health care item or service not be disclosed to your health plan for purposes of payment or health care operations if you have paid out of pocket and in full for the item or service. If you would like to request limits to the uses or disclosures of your PHI, you may contact the Privacy Official listed above.

#### *Right to Receive Confidential Communications*

You have a right to request that you receive confidential information relating to your PHI at an alternative location or by an alternative means if sending this information to your address in our file could put you in danger. All such requests must be made in writing by contacting the Privacy Official listed above. All reasonable requests will be granted. If you have a situation that requires that notices of your PHI be sent in a different form or to a different address, you may contact the Privacy Official.

#### *Right to Inspect and Copy Protected Health Information*

You have a right to review and ask for a copy of your PHI that is part of our designated record set. This right does not apply to psychotherapy notes, information gathered to prepare for civil, criminal or administrative actions or proceedings, or where law does not permit the release. There are also circumstances where we may deny your request. For example, there are situations in which a licensed health care professional may determine that disclosing the information could have an adverse effect on you or another person.

In such cases we will not disclose the information; however we may be able to disclose some information in our records. If you want a copy of your medical record that was created by your provider, please contact your provider directly. If you would like to receive a copy of your PHI, you must send your request in writing to the Privacy Official. As allowed by state law, we may charge a reasonable fee to copy, process and mail your information.

#### *Right to Amend Protected Health Information*

You have the right to request that we change the information that we have in our records if you believe that the information is incorrect or incomplete. We may deny this request if we determine that the records are complete and

accurate, or that we did not create the information you are requesting to change. We may also deny the request if the information is not part of our official records or access is otherwise restricted by law.

*Right to Receive an Accounting of Disclosures*

You have a right to receive a listing of PHI disclosures that have been made other than (i) those made for treatment, payment or health care operations, (ii) those made prior to April 14, 2003, (iii) those made with your written permission, and (iv) those made for law enforcement or national security purposes. You also have the right to be notified in the event of a breach of your unsecured PHI, where “breach” means an unauthorized access, acquisition, use or disclosure of PHI which compromises the security or privacy of the information.

*Right to Obtain a Paper Copy of this Notice*

You have a right to receive a paper copy of this notice even if you have received a copy of this notice electronically. To request a paper copy of this notice, contact our Privacy Official.

**OUR RESPONSIBILITIES UNDER THIS NOTICE**

The law requires us to maintain the privacy of your PHI. The law also requires us to provide you with this notice of our legal duties and privacy practices with respect to your PHI. We are required to follow the terms of the privacy notice that is currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. Should the terms of this notice change in any way that would also change your rights, we will send you a notice of this change within 60 days.

**QUESTIONS AND COMMENTS**

Your opinion about our services is very important to us. We want to make sure that you fully understand your privacy rights. If you want more information about Protected Health Information you can go to the Department of Health and Human Services HIPAA Privacy web site, [www.hhs.gov/ocr/privacy/](http://www.hhs.gov/ocr/privacy/). If you have questions about this notice or your rights, contact our Privacy Official listed above.

**COMPLAINTS**

You may file a complaint with us if you feel that your privacy rights have been violated. All complaints must be submitted in writing. To file a HIPAA-related complaint, contact the Privacy Official listed above. You may also complain to the US Secretary of Health and Human Services at [www.hhs.gov/ocr/privacy/hipaa/complaints/index.html](http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html). You will not receive a negative reaction from us because you filed a complaint.

**Notice of Nondiscrimination  
Discrimination is Against the Law**

Magellan\* does not discriminate on the basis of race, color, national origin, age, disability, or sex (including sex characteristics, intersex traits, pregnancy or related conditions, sexual orientation, gender identity, and sex stereotypes). Magellan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

Magellan provides reasonable modifications for individuals with disabilities, and appropriate auxiliary aids and services to communicate effectively, such as:

- Qualified sign language interpreters; and
- Written information in other formats (such as large print, audio, accessible electronic formats, braille).

Reasonable modifications are provided free of charge and in a timely manner to ensure accessibility and equal opportunity for individuals with disabilities.

Magellan provides language assistance services to people whose primary language is not English, which may include:

- Qualified interpreters;
- Electronic and written translation services; and
- Information written in other languages.

Language assistance is provided free of charge and in a timely manner to ensure meaningful access for individuals with limited English proficiency.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, you can contact your Magellan member service team or Magellan's Section 1557 Coordinator in one of the following ways:

- By phone (1-800-424-7721 (TTY 711));
- By email ([compliance@magellanhealth.com](mailto:compliance@magellanhealth.com)); or
- By mail (Section 1557 Coordinator, 13500 Riverport Drive, Maryland Heights, MO 63043).

If you believe that Magellan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in writing to Magellan's Section 1557 Coordinator at the email or mailing address listed above. If you need assistance filing a grievance or a copy of Magellan's grievance procedure, you can call 1-800-424-7721 (TTY 711).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>. Or you may file a complaint by phone (1-800-368-1019, 800-537-7697 (TDD)) or by mail at:

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

This information is also available through Magellan's website: <https://www.magellanhealth.com/non-discrimination-and-language-assistance/>.

\*Magellan refers to all applicable subsidiaries and affiliates of Magellan Health, Inc.

English	ATTENTION: If you speak english, language assistance services, free of charge, are available to you. Call 1-877-543-3875 (TTY: 1-800-456-4006).
Spanish	ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-543-3875 (TTY: 1-800-456-4006).
Chinese	注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-543-3875 (TTY: 1-800-456-4006)。
Vietnamese	CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-543-3875 (TTY: 1-800-456-4006).
Tagalog	PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-543-3875 (TTY: 800-456-4006)
Korean	주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-543-3875 (TTY: 1-800-456-4006) 번으로 전화해 주십시오.
Armenian	ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ անվճար կարող են տրամադրվել լեզվական աջակցության ծառայություններ: Ձանգահարեք 1-877-543-3875 (TTY (հեռատիպ)՝ 1-800-456-4006):
Farsi	توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-877-543-3875 (TTY: 18004564006) تماس بگیرید.
Russian	ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-543-3875 (TTY: 1-800-456-4006).
Japanese	注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-877-543-3875 (TTY: 1-800-456-4006)まで、お電話にてご連絡ください。
Arabic	ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-877-543-3875 (رقم هاتف الصم والبكم: 1-800-456-4006).
Punjabi	ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-877-543-3875 (TTY: 1-800-456-4006) 'ਤੇ ਕਾਲ ਕਰੋ।
Cambodian	ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសាដោយមិនគិតល្អិត គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-877-543-3875 (TTY: 1-800-456-4006)។
Hmong	LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-877-543-3875 (TTY: 1-800-456-4006).
Hindi	ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-877-543-3875 (TTY: 1-800-456-4006) पर कॉल करें।
Thai	เตือน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-877-543-3875 (TTY: 1-800-456-4006).

Magellan Health Services of California, Inc.-Employer  
Services  
Employee Assistance Program  
Combined Evidence of Coverage  
and Disclosure Form

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

**IMPORTANT:**

Can you read this in English? If not, we can ask someone to help you read it. You can get a free interpreter to talk to your provider or health plan. For free help finding an interpreter in your language or to request written information in your language, please call your toll free number.

**IMPORTANTE:**

¿Puedes leer esto en inglés? Si no, podemos pedirle a alguien que le ayude a leerlo. Puede conseguir un intérprete sin costo para hablar con su proveedor o plan de salud. Para obtener ayuda gratuita para conseguir un intérprete en su idioma o para solicitar información escrita en su idioma, llame a su número gratuito.

P.O. Box 710430  
San Diego, CA 92171  
800-424-1565 (option 6)

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## **Introduction**

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

## **Definitions**

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

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

***Domestic Partner:*** a person of the same or opposite sex who shares your permanent residence; has resided with you for at least one year; is at least 18 years of age and not a blood relative; and is financially interdependent with you through common ownership or lease of real property; joint ownership of a motor vehicle; a joint bank account or a joint credit account; and/or other indicators of financial interdependence.

***EAP counselor:*** A psychologist, clinical social worker, marriage, family and child counselor or other professional who is licensed under applicable state law to deliver counseling services and who is contracted with us to provide EAP services.

***Eligible dependent:*** A person eligible for EAP coverage through his or her relationship with an eligible employee of the *plan sponsor*. *Eligible dependents* may include your spouse, your children, your *domestic partner*, or members of your household. Ask the *plan sponsor* who qualifies as an *eligible dependent* under your EAP.

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

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

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

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

***Grievance:*** Any written or oral expression of dissatisfaction regarding us and/or a provider, including quality of care concerns. The term “grievance” includes any complaint, dispute, request for reconsideration, or appeal made by you or your representative.

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

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

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\* Magellan Health Services of California, Inc.-Employer Services is a subsidiary of Magellan Health Services, Inc. that provides services in California and is licensed by the California Department of Managed Health Care.

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

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

**Us, We, Our:** Magellan Health Services of California, Inc.—Employer Services, your EAP program administrator.

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

## **Eligibility and Coverage**

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

### **❖ Start and end of coverage**

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

### **❖ Termination of benefits**

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

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

### **❖ Dependent coverage**

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

## **Prepayment Fees**

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

## **Other Charges**

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

## **Reimbursement Provisions**

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

## **Confidentiality**

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

## **Description of EAP Services**

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

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

The personal consultation services consist of an assessment of your problem by a licensed mental health professional, and, as clinically appropriate:

- *brief counseling*; or
- a referral to a resource in your community for treatment. If you are referred for treatment beyond the personal consultation services, with your permission, we may also follow up to monitor the effectiveness of the assistance you receive.

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

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

### **Exclusions**

Your EAP does not provide or pay for:

- Medical care, including services for a condition that requires psychiatric treatment (for example, a psychosis)
- Inpatient treatment
- Services by providers who are not part of our *EAP counselor* network
- EAP *sessions* that were not accessed through our toll-free telephone number or our on-line self-referral service for the particular *episode of care*
- Psychological, psychiatric, neurological, educational, or IQ testing
- Remedial and social skills education services, such as evaluation or treatment of learning disabilities, learning disorders, academic skill disorders, language disorders, mental retardation, motor skill disorders, or communication disorders; behavioral training; cognitive rehabilitation
- Medication, medication management. If you have a mental health or substance abuse condition for which medication is required, you must see a doctor to prescribe the medication and oversee your use of the medication.
- Evaluations for fitness for duty or excuses for leaves of absence or time off
- Examinations and diagnostic services in connection with obtaining employment or a particular employment assignment, admission to or continuing in school, securing any kind of license (including professional licenses), obtaining any kind of insurance coverage
- Court-mandated counseling, evaluations required by a state or federal judicial officer or other governmental official or agency or to be used in legal actions of any kind (for example, child custody proceedings)
- Testimony in legal proceedings, creation of records for legal proceedings or other preparation for legal proceedings
- Guidance on workplace issues when you sue, or threaten to sue, your *plan sponsor*
- Acupuncture
- Biofeedback & hypnotherapy
- Group Counseling
- Services to permit members to fulfill any group health plan prerequisite that EAP services be utilized prior to behavioral health benefits becoming available

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

## **Access to Services**

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

### **❖ Personal consultation services**

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

### **❖ Crisis services – What to do in an Emergency**

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

## **Choice of Providers**

### **❖ Our provider network**

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

### **❖ Your Liability for payment**

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

### **❖ Choosing or changing a provider**

Only *EAP counselors* in our network of providers are eligible to provide EAP services. You may review a list of our *EAP counselors* in your area at any time. However, you must engage Magellan online or call us at the toll-free number for a referral for EAP services (see Access to Services section). To obtain a list of *EAP counselors*, call the toll-free telephone number on the attached Benefit Schedule, write to the Network Department at the address on the first page, or check on-line at [Member.MagellanHealthcare.com](http://Member.MagellanHealthcare.com). Because we update the list on a regular basis, it is subject to change without notice. If you are dissatisfied with your

*EAP counselor*, we will make another *EAP counselor* available to you, whenever possible. Simply call the toll-free number on the attached Benefit Schedule. We do not guarantee the initial or continued availability of any particular *EAP counselor*.

❖ **Continuation after *EAP counselor* leaves our provider network**

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

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

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

If you are receiving EAP services through another EAP organization when your employer switches EAP vendors to us, it is likely that the other organization will continue to cover that *episode of care* until its completion. However, if at the time of the switch, you have not completed an *episode of care* from a provider not contracted with us for an acute, serious, or chronic mental health condition, upon your request, we may allow you to complete the *episode of care* with the non-contracted provider. In deciding whether to allow a provider not contracted with us to furnish you EAP services, we will take into account the severity of your condition, the amount of time needed to transition to a new, contracted *EAP counselor*, and the willingness of the provider to agree to our standard provider contract. If you would like information about continuing with a non-contracted provider when you switch to our EAP, call the toll-free number on the attached Benefit Schedule.

**Facilities**

In most areas, the offices of our *EAP counselors* are located close to where you work or live. To find out the locations of *EAP counselors*, call the toll-free number on the attached Benefit Schedule or check our website at [Member.MagellanHealthcare.com](http://Member.MagellanHealthcare.com).

**Second Opinions**

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

**Disputes and Grievances**

If you have a *grievance* regarding any of our services or the services of any *EAP counselor*, or you have a dispute about our services, you may call the toll-free number on the attached Benefit Schedule, or send a letter to Comment Coordinator, Magellan Health Services of California, Inc.—Employer Services, at the address on the first page. You may make your *grievance* by telephone or in writing or on-line through [Member.MagellanHealthcare.com](http://Member.MagellanHealthcare.com). You may request a *grievance* form to submit your *grievance* in writing.

If you need assistance completing the ***grievance*** form, please contact us at the toll-free number on the attached Benefit Schedule. If possible, we will respond to your inquiry immediately. We will provide you with written acknowledgement of your complaint within five (5) calendar days except when your complaint does not relate to coverage under the EAP and we are able to resolve your complaint by the next business day. We will resolve your ***grievance*** within thirty (30) calendar days following our receipt of your complaint. We will offer you a resolution in writing, explaining the reasons for our resolution. If your complaint or ***grievance*** is of an urgent nature you may call us at the toll-free number on the attached Benefit Schedule and let us know that you have an urgent ***grievance***. (An urgent complaint or ***grievance*** is a complaint or ***grievance*** that involves an imminent and serious threat to your health, including but not limited to, severe pain, potential loss of life, limb, or major bodily function.) We will conduct an expedited review and provide you with a written statement of our resolution within three (3) calendar days of receipt of the complaint or ***grievance***. You have the right to immediately contact the California Department of Managed Health Care; you do not have to participate in our ***grievance*** process before asking the Department of Managed Health Care to review your urgent complaint or ***grievance***. You may file a ***grievance*** up to 180 calendar days following any incident or action that is the subject of your dissatisfaction.

### **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 **1-800-424-4039** 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 web site [www.dmhc.ca.gov](http://www.dmhc.ca.gov) has complaint forms, IMR application forms and instructions online.

### **Provisions Regarding Fraud**

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

### **Public Policy Participation**

If you are interested, you can have a voice in our policy-making process. We maintain a Public Policy Committee that meets on a quarterly basis to establish the public policy for us. Call us with your ideas and/or your interest in serving on the Public Policy Committee at 1-800-424-1565 ext. 7109 or write to Magellan Health Services of California, Inc.-Employer Services, Public Policy Committee at P.O. Box 710430, San Diego, CA 92171.

### **Organ Donations**

We encourage you to consider making a commitment to organ or tissue donation and to talk to your family or next of kin about your decision. When you donate an organ or tissue, you give someone else the chance to live. For information about how to become an organ donor, you can contact Health Resources and Services Administration (HRSA) at <http://www.organdonor.gov/> or HRSA, U.S. Department of Health and

Human Services, Parklawn Building, 5600 Fishers Lane, Rockville, Maryland 20857, or the Coalition on Donation at [coalition@shareyourlife.org](mailto:coalition@shareyourlife.org) or 700 North 4<sup>th</sup> Street, Richmond, VA 23219.

### **Renewal Provisions**

The contract with your *plan sponsor* is renewable at the option of the *plan sponsor*. We may change our fees, services, or the terms of the contract with your *plan sponsor* on any renewal of the contract unless otherwise mandated by law. If we do make any changes, we will give your *plan sponsor* at least 30 days advance notice of the change. While the number or type of EAP *sessions* you receive may change in such cases, it is unlikely that your eligibility for EAP services will be affected. We can choose not to renew at all if the *plan sponsor* fails to pay our fees, commits *fraud* or intentionally misrepresents material facts, or fails to comply with a material provision of the contract. If we choose to cancel or not renew the EAP contract with your *plan sponsor*, your *plan sponsor* will notify you at least 15 days prior to the termination date.

### **Individual Continuation of Group Benefits**

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

### **Language Assistance**

As an EAP plan member, you have the right to interpreter services in your language, at no cost to you, to help you get EAP services. For help with getting an interpreter, please call us toll-free at the telephone number on the attached Benefit Schedule, 24 hours a day, 7 days a week. To request this entire document in your language, call us toll-free at 800-424-1565 (option 6).

### **Further Information**

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

### **Your Responsibilities**

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

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

***SCHEDULE OF BENEFITS***

**EAP Services**

- Personal consultation (assessment and ***brief counseling*** or referral, as appropriate) with an ***EAP counselor*** -- Up to 10 ***sessions*** per ***problem*** per year, as clinically appropriate
- Follow-up

**Toll-Free Telephone Number for service access, questions about the EAP, the availability of a second opinion, and complaints:** 1-800-424-4039. If you are speech or hearing impaired, call us toll-free at 1-800-456-4006 (TDD) for assistance.

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

## NOTICE OF PRIVACY PRACTICES

Human Affairs International of California and Magellan Health Services of California, Inc.–Employer Services  
Employee Assistance Programs

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**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **USES AND RELEASES OF PROTECTED HEALTH INFORMATION (PHI)**

We believe in protecting the privacy of your health information. We may use or disclose your Protected Health Information (PHI) only for very specific reasons. **PHI is any information related to health that identifies an individual.** This information can be electronic or in any other format. Different types of uses and disclosures are listed and explained below. Note: An example is not given for every use or disclosure reason.

When disclosing or using PHI, we will use the least amount of information necessary. If we need to use or release information in a way that is not generally described in this notice, we will contact you for your written permission before the proposed use or disclosure.

### **TYPES OF USES OR RELEASES OF INFORMATION**

#### *Treatment*

We may use and disclose PHI about you to assist in providing treatment or services. Treatment means the provision, coordination, or management of health care and related services by one or more providers, including the following activities:

- Coordinating health care or related services by a provider with a third party
- Consultation between providers relating to a patient
- The referral of a patient from one provider to another

For example, we may use the information you give us when we conduct an assessment, including an assessment for threat of violence (TOV). We may disclose your PHI when we refer you to an EAP counselor or coordinate your care.

#### *Payment*

We may use and disclose your PHI so that your treatment and services may be billed and your provider can receive payment. For example, our finance department will use information on the claim submitted by your EAP counselor to pay the claim.

#### *Health Care Operations*

We may use or disclose PHI to carry out health care operations. Examples of health care operations include such things as:

- Activities to analyze trends relating to improving health or reducing health care costs (called population-based activities);
- Case management and coordination of health care;
- Quality assurance activities (including audits by third parties);
- Contacting you or your provider with information about other forms of care.

We may use and disclose your PHI for these or other activities that fall under this definition, such as preventive treatment programs or fraud detection and investigation.

### **HEALTH OVERSIGHT ACTIVITIES**

We may disclose PHI to a health oversight agency for compliance activities authorized by law. These activities are necessary for the government to oversee the health care system, compliance of benefits programs, and compliance with civil rights laws. Disclosures may occur through audits, investigations, licensure or disciplinary actions or civil, administrative or criminal proceedings. We will only disclose the minimum amount of information required by law.

#### *Information Relating to Certain Services and the Treatment of Minors*

Information pertaining to treatment or services for some sensitive conditions, such as substance abuse, mental health, and HIV, may be subject to more restrictive privacy protections under state or federal law, such as 42 CFR Part 2. Uses and disclosures of such information may be limited or prohibited by such laws in your state. For more information about these kinds of federal and state law restrictions, including 42 CFR Part 2, and how they may apply to our uses and disclosures of certain PHI, please contact our Privacy Officer as noted at the end of this document.

Substance use disorder treatment records received from programs subject to 42 CFR Part 2, or testimony relating the content of such records, shall not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless based on your written consent, or a court order after notice and an opportunity to be heard is provided to you or the holder of the record, as provided in 42 CFR part 2. A court order authorizing such use or disclosure must be accompanied by a subpoena or other legal requirement compelling disclosure before the requested record is used or disclosed.

Information relating to the treatment of minors will be kept private according to federal and state laws. Under California law, minors after age 12, may receive outpatient mental health and/or substance abuse treatment without permission from their parents. We follow all applicable laws that apply to the confidentiality of treatment for minors, including, without limitation, prohibiting the disclosure of sensitive information, as expanded under AB 1184 and related laws and regulations, to the parent or a minor, without the minor's written consent.

#### *Health-Related Benefits or Services*

On occasion, we may use and disclose PHI for preventive treatment reasons. Our preventive programs meet nationally recognized quality and preventive health standards.

#### *Lawsuits and Disputes*

We may disclose PHI in response to a subpoena or court order. We may also disclose PHI in response to legal cases that directly involve us or the group health plan through which you receive our services. All other disclosures for lawsuits or investigations will be made only with your written permission.

#### *Appointment Reminders*

We may use and disclose PHI to remind you of upcoming appointments.

#### *Treatment Alternatives*

We may use and disclose PHI to let you know about other types of care that may be of interest to you. All such communications are handled in a manner that protects your privacy.

#### *Release of Information to Family Members*

Subject to the provisions of AB 1184 relative to the disclosure of sensitive information, in an emergency, or if you are not able to provide permission, we may disclose limited information about your general condition or location to someone who is directly involved in your care or the payment of your care, or who can make decisions on your behalf.

#### *Release of Information to the Armed Forces*

If you are or were previously a member of the armed forces, we will disclose your PHI to the armed forces as required by law and subject to the provisions of AB 1184, including any restriction or prohibition of disclosure without the Enrollee's written release authorization where applicable. We will only disclose the minimum amount of information needed to carry out the purpose of the use or disclosure.

#### *Release of Information to Workers Compensation or Similar Programs*

We will not disclose PHI to workers compensation programs or other similar types of programs without your signed permission unless authorized by and necessary to comply with laws governing such programs.

#### *As Required or Permitted by Law for Public Safety*

Subject to the provisions and limitations of AB 1184, we will disclose PHI when required or permitted to do so by law for public safety. Disclosures may be made to protect you from a serious threat to your health or safety or to protect the health or safety of another person. Disclosures may also be made when requested by federal officials for national security or intelligence activities or for the protection of public officials. We will only disclose the minimum amount of information needed and will follow specific legal guidelines.

#### *Government Security Clearances*

We may disclose PHI when required by law for government security clearances. We will only disclose the minimum amount of information needed for the clearance.

#### *Public Health Risks*

We may disclose PHI as authorized or required by law for public health activities. This includes reporting child abuse or neglect, adult abuse, unfavorable events, or product defect reporting. We will only disclose the minimum amount of information required by applicable law.

#### *Inmates*

If you are an inmate or are in the custody of law enforcement, we may disclose your PHI without your permission. We will only do this for your health care, for the health and safety of you or others, or the safety of, or further law enforcement on the property of the correctional facility.

#### *Psychotherapy Notes*

We generally should not have psychotherapy notes and do not disclose psychotherapy notes to outside parties. Psychotherapy notes are defined as notes recorded by a mental health professional that consist of the written record or evaluation of the contents of a conversation during a private counseling session or a group, joint, or family counseling session. These notes must be maintained separately from the rest of the individual's mental health/medical record. We may use and disclose psychotherapy notes as required by law (for example, to prevent a serious threat to health or safety) or to defend ourselves against a lawsuit by you.

#### *Other Uses and Disclosures*

Other uses and disclosures will be made only with your written permission. For example, any uses or disclosures of PHI for marketing purposes or that constitute the sale of PHI requires your written permission. You are permitted to discontinue such authorization at any time in writing. Requests to discontinue permission to release information will be honored except when we have already taken action based on your prior permission to use or disclose the information. Also, while we do not use or disclose PHI for underwriting purposes, any health plans that do so are prohibited from using or disclosing any genetic information for underwriting purposes. Similarly, while we do not use or disclose PHI for fundraising purposes, any health plans that do so must furnish the opportunity to opt-out.

### **RIGHTS RELATED TO PHI**

You have certain rights under federal privacy laws relating to your PHI. To exercise these rights, you must submit your request in writing to our Privacy Official at 300 Continental Boulevard Suite #240, El Segundo, CA 90245. For further information, you can also reach our Privacy Official by telephone at 1-800-424-1565.

#### *Right to Request Restrictions on Uses and Disclosures*

You have a right to request limits on certain uses and disclosures of PHI for treatment, payment or health care operations. We will consider each request but we are not required to agree to any requested limits. In certain cases, limits set on the disclosure of PHI may affect our ability to pay for your services. An entity covered by the HIPAA rules (such as your health care provider) must comply with your request that health information regarding a specific health care item or service not be disclosed to your health plan for purposes of payment or health care operations if you have paid out of pocket and in full for the item or service. If you would like to request limits to the uses or disclosures of your PHI, you may contact the Privacy Official listed above.

#### *Right to Receive Confidential Communications*

You have a right to request that you receive confidential information relating to your PHI at an alternative location or by an alternative means if sending this information to your address in our file could put you in danger. All such requests must be made in writing by contacting the Privacy Official listed above. All reasonable requests will be granted. If you have a situation that requires that notices of your PHI be sent in a different form or to a different address, you may contact the Privacy Official.

#### *Right to Inspect and Copy Protected Health Information*

You have a right to review and ask for a copy of your PHI that is part of our designated record set. This right does not apply to psychotherapy notes, information gathered to prepare for civil, criminal or administrative actions or proceedings, or where law does not permit the release. There are also circumstances where we may deny your request. For example, there are situations in which a licensed health care professional may determine that disclosing the information could have an adverse effect on you or another person.

In such cases we will not disclose the information; however we may be able to disclose some information in our records. If you want a copy of your medical record that was created by your provider, please contact your provider directly. If you would like to receive a copy of your PHI, you must send your request in writing to the Privacy Official. As allowed by state law, we may charge a reasonable fee to copy, process and mail your information.

#### *Right to Amend Protected Health Information*

You have the right to request that we change the information that we have in our records if you believe that the information is incorrect or incomplete. We may deny this request if we determine that the records are complete and

accurate, or that we did not create the information you are requesting to change. We may also deny the request if the information is not part of our official records or access is otherwise restricted by law.

#### *Right to Receive an Accounting of Disclosures*

You have a right to receive a listing of PHI disclosures that have been made other than (i) those made for treatment, payment or health care operations, (ii) those made prior to April 14, 2003, (iii) those made with your written permission, and (iv) those made for law enforcement or national security purposes. You also have the right to be notified in the event of a breach of your unsecured PHI, where “breach” means an unauthorized access, acquisition, use or disclosure of PHI which compromises the security or privacy of the information.

#### *Right to Obtain a Paper Copy of this Notice*

You have a right to receive a paper copy of this notice even if you have received a copy of this notice electronically. To request a paper copy of this notice, contact our Privacy Official.

### **OUR RESPONSIBILITIES UNDER THIS NOTICE**

The law requires us to maintain the privacy of your PHI. The law also requires us to provide you with this notice of our legal duties and privacy practices with respect to your PHI. We are required to follow the terms of the privacy notice that is currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. Should the terms of this notice change in any way that would also change your rights, we will send you a notice of this change within 60 days.

### **QUESTIONS AND COMMENTS**

Your opinion about our services is very important to us. We want to make sure that you fully understand your privacy rights. If you want more information about Protected Health Information you can go to the Department of Health and Human Services HIPAA Privacy web site, [www.hhs.gov/ocr/privacy/](http://www.hhs.gov/ocr/privacy/). If you have questions about this notice or your rights, contact our Privacy Official listed above.

### **COMPLAINTS**

You may file a complaint with us if you feel that your privacy rights have been violated. All complaints must be submitted in writing. To file a HIPAA-related complaint, contact the Privacy Official listed above. You may also complain to the US Secretary of Health and Human Services at [www.hhs.gov/ocr/privacy/hipaa/complaints/index.html](http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html). You will not receive a negative reaction from us because you filed a complaint.

**Notice of Nondiscrimination  
Discrimination is Against the Law**

Magellan\* does not discriminate on the basis of race, color, national origin, age, disability, or sex (including sex characteristics, intersex traits, pregnancy or related conditions, sexual orientation, gender identity, and sex stereotypes). Magellan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

Magellan provides reasonable modifications for individuals with disabilities, and appropriate auxiliary aids and services to communicate effectively, such as:

- Qualified sign language interpreters; and
- Written information in other formats (such as large print, audio, accessible electronic formats, braille).

Reasonable modifications are provided free of charge and in a timely manner to ensure accessibility and equal opportunity for individuals with disabilities.

Magellan provides language assistance services to people whose primary language is not English, which may include:

- Qualified interpreters;
- Electronic and written translation services; and
- Information written in other languages.

Language assistance is provided free of charge and in a timely manner to ensure meaningful access for individuals with limited English proficiency.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, you can contact your Magellan member service team or Magellan's Section 1557 Coordinator in one of the following ways:

- By phone (1-800-424-7721 (TTY 711));
- By email ([compliance@magellanhealth.com](mailto:compliance@magellanhealth.com)); or
- By mail (Section 1557 Coordinator, 13500 Riverport Drive, Maryland Heights, MO 63043).

If you believe that Magellan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in writing to Magellan's Section 1557 Coordinator at the email or mailing address listed above. If you need assistance filing a grievance or a copy of Magellan's grievance procedure, you can call 1-800-424-7721 (TTY 711).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>. Or you may file a complaint by phone (1-800-368-1019, 800-537-7697 (TDD)) or by mail at:

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

This information is also available through Magellan's website: <https://www.magellanhealth.com/non-discrimination-and-language-assistance/>.

\*Magellan refers to all applicable subsidiaries and affiliates of Magellan Health, Inc.

English	ATTENTION: If you speak english, language assistance services, free of charge, are available to you. Call 1-877-543-3875 (TTY: 1-800-456-4006).
Spanish	ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-543-3875 (TTY: 1-800-456-4006).
Chinese	注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-543-3875 (TTY: 1-800-456-4006)。
Vietnamese	CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-543-3875 (TTY: 1-800-456-4006).
Tagalog	PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-543-3875 (TTY: 800-456-4006)
Korean	주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-543-3875 (TTY: 1-800-456-4006) 번으로 전화해 주십시오.
Armenian	ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ անվճար կարող են տրամադրվել լեզվական աջակցության ծառայություններ: Ձանգահարեք 1-877-543-3875 (TTY (հեռատիպ)՝ 1-800-456-4006):
Farsi	توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-877-543-3875 (TTY: 18004564006) تماس بگیرید.
Russian	ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-543-3875 (TTY: 1-800-456-4006).
Japanese	注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-877-543-3875 (TTY: 1-800-456-4006)まで、お電話にてご連絡ください。
Arabic	ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-877-543-3875 (رقم هاتف الصم والبكم: 1-800-456-4006).
Punjabi	ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-877-543-3875 (TTY: 1-800-456-4006) 'ਤੇ ਕਾਲ ਕਰੋ।
Cambodian	ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសាដោយមិនគិតល្អិត គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-877-543-3875 (TTY: 1-800-456-4006)។
Hmong	LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-877-543-3875 (TTY: 1-800-456-4006).
Hindi	ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-877-543-3875 (TTY: 1-800-456-4006) पर कॉल करें।
Thai	เตือน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-877-543-3875 (TTY: 1-800-456-4006).