

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 have somebody help you read it. For free help, please call your toll free number.

**IMPORTANTE:**

¿Puede leer este documento en inglés? Si la respuesta es no, tenemos personas que lo pueden ayudar a leerlo. Quizás también pueda obtener un extracto de las disposiciones importantes de este documento, escrito en su idioma. Para obtener ayuda gratis, llame a su número telefónico gratuito.

P.O. Box 710430  
San Diego, CA 92171  
800-424-1565 (option 7)

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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.

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

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

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

**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 we no longer want to provide services to you because of your conduct. 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**). (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. If we cancel your coverage based on your conduct, you forfeit all continuation rights described below under Individual Continuation of Group Benefits and to coverage under any of our programs in the future.

#### **❖ 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 **1-800-356-7089** 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. 77109 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 or to request this entire document in Spanish, please call us toll-free at the telephone number on the attached Benefit Schedule, 24 hours a day, 7 days a week.

### **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.

## ***BENEFIT SCHEDULE***

### **EAP Services**

- Personal consultation (assessment and **brief counseling** or referral, as appropriate) with an **EAP counselor** -- Up to 3 **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: 1-800-356-7089.** 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**  
Magellan Health Services of California, Inc.–Employer Services  
Employee Assistance Programs

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**THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ THIS NOTICE CAREFULLY.**

Effective Date: April 14, 2003

**USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI)**

Magellan Health Services of California, Inc.–Employer Services believes 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 DISCLOSURES OF INFORMATION**

*Treatment*

We may use or disclose PHI about you to assist in the provision of 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 information you give us when we conduct an assessment, including an assessment for threat of violence (TOV), or when we provide clinical consultation. 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 payment made. For example, we may submit information about you to your health plan or claims payor, so your provider can be reimbursed for services to you. We will use information about you if a claim is submitted to us 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 or 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 the Treatment of Minors*

Information relating to the treatment of minors will be kept private according to federal and state laws. Under California law, minors age 12 and older may receive 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 or 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 benefits. All other disclosures for lawsuits or investigations will be made only with your written permission.

#### *Treatment Alternatives*

We may use or disclose PHI to let you know about other types of treatment 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 health care 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 may also disclose information as required by our contract with your armed forces health insurer. We will only release 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.

#### *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 release 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 release 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 in accordance with 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 further law enforcement on the property of the correctional facility.

#### *Psychotherapy Notes*

We very rarely ask for psychotherapy notes or disclose psychotherapy notes to any 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 by your provider separately from the rest of your mental health/medical record. We may only use or disclose psychotherapy notes as required by law (for example, to avert a serious threat to health or safety) or to defend ourselves in 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 related to your PHI under federal privacy laws. To exercise these rights, submit your request in writing to our Privacy Official at:

**Privacy Official**

**Magellan Health Services of California, Inc.-Employer Services**

**P.O. Box 710430**

**San Diego, CA 92171**

#### *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.

#### *Right to Receive Confidential Communications*

You have a right to request that you receive confidential information relating to PHI at an alternative location or by an alternate means if sending this information to your address in our file could put you in danger. All such requests must be in writing and must state that the release of this information through normal means could be a danger to you. All reasonable requests will be granted.

#### *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 releasing the information could have an adverse effect on you or another person. In such cases we will not release the information; however we may be able to release some information in our records. We also will not release information, such as a medical record, that was created by your provider. If you want that type of information, please contact your provider directly. If allowed by your state law, we may charge a reasonable cost-based 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 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.

**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 also want to make sure that you fully understand your privacy rights. You can reach our Privacy Official at 1-800-424-1565. If you want more information about Protected Health Information you can go to the U.S. Department of Health and Human Services HIPAA Privacy website at [www.hhs.gov/ocr/privacy/hipaa/understanding/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html).

**COMPLAINTS**

You may file a complaint with us if you feel that your privacy rights have been violated. All HIPAA complaints must be submitted in writing to our Privacy Official at the address above. You may also complain to the U.S. 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.