EMPLOYEE ASSISTANCE PROGRAM COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

VALUEOPTIONS OF CALIFORNIA, INC. ("ValueOptions")
P.O. Box 6065
Cypress, California 90630

Clinical Referral Line: 1-866-763-6462

Member Services: 1-866-763-6462

EMPLOYEE ASSISTANCE PROGRAM
COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

Dear ValueOptions Member:

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

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

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

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

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

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

We look forward to serving you.

Sincerely,

Steven Rockowitz, Psy.D.
Executive Director

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FEATURES OF THE EAP

- EAP COVERED SERVICES: Except for EAP Enhancement Services described in Attachment A, members are entitled to receive the Covered Services described in this Section and in the EAP Covered Services Insert in Attachment A of this EOC only if provided by a Participating EAP Affiliate in accordance with ValueOptions' prior authorization procedure. Covered Services include Assessment, Referral and, if appropriate, Counseling for personal Problems, including, but not limited to, Problems related to substance abuse, mental health, marital, family, financial or legal difficulties. Each Member will be entitled to receive up to three (3) in-person sessions per Problem with an EAP Affiliate to: (a) assess the Problem; (b) refer the individual, as indicated, to a Participating Provider for behavioral health plan services or other community resource; and (c) follow-up with the Member. In the event the Member has behavioral health benefits through a plan other than ValueOptions, the ValueOptions clinician will assist the Member to contact the other plan if a Referral to that plan's participating provider network is needed.

- CLINICAL REFERRAL LINE: Because ValueOptions' panel of Participating EAP Affiliates is constantly growing and changing directories of providers are <u>not</u> published and distributed to Members. Instead, ValueOptions has set up a 24-hour, 7-day a week toll-free telephone referral line called the Clinical Referral Line. You must call the Clinical Referral Line to receive a Referral to a local EAP Affiliate. When a Member calls to request a Referral, a ValueOptions' Clinical Referral Line representative will make a preliminary EAP needs Assessment for the Member and refer the Member to a Participating EAP Affiliate or provide the names and telephone numbers of up to three (3) Participating EAP Affiliates in your geographic area. You can contact any of these providers for an appointment.

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

- CHOICE OF PROVIDERS; LIABILITY OF MEMBERS FOR PAYMENT: PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS EAP COVERED SERVICES MAY BE OBTAINED. With the exception of EAP Enhancement Services, Covered Services must be provided by ValueOptions Participating EAP Affiliates. EAP Enhancement Services are provided pursuant to contracts with specialized vendors and are not provided by Participating EAP Affiliates. Nothing in this EOC restricts or interferes with your right to select a Participating EAP Affiliate of your choice. If a Member and a Participating EAP Affiliate decide additional services not covered by this EAP are necessary, the Member will be responsible

for payment for such services. If a Member obtains EAP Services from a Non-Participating EAP Affiliate without ValueOptions' express authorization in advance, the Member will be liable to pay the full amount of the Non-Participating EAP Affiliate's charges for those services. The decision to use any outside resources will be up to the Member. ValueOptions will not reimburse the Member for any sums the Member pays to any Non-Participating EAP Affiliate (unless authorized by ValueOptions) or for any non-Covered Services.

- COMPENSATION OF PARTICIPATING EAP AFFILIATES BY VALUEOPTIONS. Participating EAP Affiliates are paid on a discounted fee-for-service basis for the services they provide. This means that the Participating EAP Affiliate has agreed to provide EAP services at the normal fee they charge, minus a discount. ValueOptions does not utilize financial bonuses or any other incentives. If you would like additional information about how Participating EAP Affiliates are paid for Covered Services, you may contact ValueOptions at the telephone number listed in the front of this EOC or you may contact your Participating EAP Affiliate.

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

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

- VALUEOPTIONS PARTICIPATING EAP AFFILIATES: Participating EAP Affiliates have agreed to provide EAP Covered Services to Members in accordance with the terms of the EAP. With the exception of EAP enhancement services described in Attachment A, all EAP Covered Services must be obtained from Participating EAP Affiliates in order to be covered by ValueOptions. Each Participating EAP Affiliate has been trained so that he or she will be familiar with the EAP's benefits and requirements. Participating EAP Affiliates are paid on a fee-for-service basis, according to an agreed schedule. In accordance with California law, each Participating EAP Affiliate's contract with ValueOptions specifically prohibits the provider from billing you for any charges for EAP Covered Services that are not paid by ValueOptions.

SECOND OPINION

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

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

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

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

To obtain a copy or more information about ValueOptions Second Opinion policy and timelines for reviewing Second Opinion requests, contact the Member Service department at the toll-free number and address listed at the front of this EOC.

EXCLUSIONS AND LIMITATIONS

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

1. Any confinement, treatment, service or supply not authorized by ValueOptions.

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

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

LIMITATION DUE TO UNUSUAL CIRCUMSTANCES

To the extent that a natural disaster, war, riot, civil insurrection, or epidemic not within the control of ValueOptions result in the facilities or personnel of ValueOptions being unavailable to arrange for the provision of EAP Covered Services under the Agreement, ValueOptions shall use its best effort to provide or arrange for the provision of such services or benefits.

SERVICE AREA

ValueOptions' Service Area is the geographic area for which ValueOptions is licensed to operate the EAP. The Service Area is specifically described in the Service Area Insert to this booklet. Covered Services as described in Attachment A, paragraph 2 of this EOC may be obtained from any Participating EAP Affiliate in the Service Area when you follow the referral procedures described in the section entitled "Features of the EAP" in this EOC. You may obtain a list of the Participating EAP Affiliates in your general geographic area by calling ValueOptions at (800) [employer group specific #] or writing ValueOptions Member Services at 340 Golden Shore, Long Beach, California 90802.

TO OBTAIN SERVICES

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

(866) 763-6462 (Toll-free, 24 hours per day, seven days per week)

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

CONFIDENTIALITY OF MEDICAL INFORMATION

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

REFUSAL TO ACCEPT TREATMENT OR DEVELOP SATISFACTORY RELATIONSHIP

Member refuses to accept or follow procedures or treatment recommended or prescribed by a Participating EAP Affiliate, or cannot establish and maintain a satisfactory relationship with the Participating EAP Affiliate, the Member will be given the opportunity to select another Participating EAP Affiliate within the Service Area.

CONTINUING CARE WITH A TERMINATED EAP AFFILIATE

Upon termination of the Participating EAP Affiliate Agreement for reasons other than a medical disciplinary cause, fraud or other criminal activity, ValueOptions shall be liable to pay the cost of EAP services rendered by that provider to a Member who retains eligibility under this Agreement or by operation of law, and who is under the care of that provider at the time of such termination, provided that the terminated EAP Affiliate agrees to continue to provide such services to the Member in accordance with the terms of the Participating EAP Affiliate Agreement, until the services being rendered are completed or the EAP benefit has been exhausted, unless ValueOptions makes reasonable and appropriate provision for the safe assumption of such services by a Participating EAP Affiliate, consistent with good professional practice. If you wish to continue receiving services from a terminated provider, please contact the ValueOptions Member Services Department at the number listed in this EOC.

CONTINUITY OF CARE FOR NEW MEMBERS

Under certain circumstances, new Members of ValueOptions may be able to temporarily continue receiving covered services from a Non-Participating Provider. This short-term transition assistance is intended for new Members who are receiving treatment for an acute, serious or chronic mental health condition from a Non-Participating provider at the time the employer changes health plans. Typically, such conditions require continued care with a Non-Participating Provider for a limited period of time. In order to receive such care from a Non-Participating Provider, the Non-Participating Provider must agree to accept the same contractual terms and conditions as the ValueOptions Participating Providers. ValueOptions is not required

to cover services or provide benefits not otherwise covered under the ValueOptions EAP contract. This section does not apply to new Members who had the option to continue with the previous health plan and instead voluntarily chose to change health plans.

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

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

REIMBURSEMENT PROVISIONS

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

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

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

d.) In the event a Member receives a bill for Covered Services in error, the Member should submit the bill directly to ValueOptions for payment at the address listed in the front of this EOC.

If ValueOptions denies payment of a claim, the Member will receive a written notice of the decision and the reason for the denial. The Member may request reconsideration of a denied claim in accordance with ValueOptions' Grievance Procedures as described in this EOC.

GRIEVANCE PROCEDURES

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

Grievances: ValueOptions has a Grievance procedure for receiving and resolving Members' Grievances with ValueOptions and/or EAP Affiliates. A Grievance may be submitted up to 180 calendar days following receipt of an adverse determination notice, or following any incident or action that is the subject of the Member's dissatisfaction. Grievances may be filed telephonically, in person, in writing, by facsimile, or by e-mail. ValueOptions will mail a Grievance form for this purpose, and a copy of ValueOptions' Grievance Procedure, to the Member upon request. If the Member wishes, ValueOptions' Member Services staff will assist in completing the Grievance form. Completed Grievance forms must be mailed or delivered to ValueOptions at 340 Golden Shore, Long Beach, California 90802. ValueOptions will acknowledge receipt of a Grievance within five (5) calendar days.

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

Urgent Grievances: You have the right to an expedited review for urgent Grievances involving an imminent and serious threat to the health of the Member, including but not limited to severe pain, potential loss of life, limb, or major bodily functions. The request may be initiated by you, your authorized representative, or by your provider. Call the Member Services Department at the number in the front of this EOC and tell the representative that you are requesting an expedited review of an urgent Grievance. ValueOptions will notify the provider of the decision in no more than 72 hours and send the Member a written statement on the disposition or pending status of the Grievance within the same 72 hours from receipt of the Grievance.

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

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

Review by Department of Managed Health Care: The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at (**1-800-228-1286 extension: 6123**) and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (**1-888-HMO-2219**) and a **TDD** line (**1-877-688-9891**) for the hearing and speech impaired. The department's Internet Web site **http://www.hmohelp.ca.gov** has complaint forms, IMR application forms and instructions online.

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

ARBITRATION

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

When a petition is made to the court to appoint a neutral arbitrator, the court shall nominate five (5) persons from lists of persons supplied by the American Arbitration Association. The parties seeking arbitration and against whom arbitration is sought may within five (5) days of receipt of notice of such nominees from the court jointly select the arbitrator whether or not such arbitrator is among the nominees. If such parties fail to select an arbitrator within the five-day period, the court shall appoint the arbitrator from the nominees.

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

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

ELIGIBILITY

If you are a full time resident or work within the Service Area and meet your Employer's criteria for participation in the ValueOptions EAP, your Employer will be responsible for prepayment of the monthly premiums required for your coverage.

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

If you are a full time resident or work within the Service Area and meet your Employer's criteria for participation in the ValueOptions EAP, you are eligible to participate in the EAP. If you have a child qualifying for coverage under the provisions of the section entitled "Court Ordered Coverage for Children" below, that child does not have to reside with the parent or within the Service Area. You may ask your employer to provide a description of these eligibility criteria to you. Your Employer is responsible for prepayment of the monthly premiums required for your coverage.

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

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

Court Ordered Coverage for Children.

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

(a) The child was born out of wedlock.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT AND RENEWAL PROVISIONS

The Employee Assistance Program Agreement may be amended and/or renewed at any time by mutual agreement by ValueOptions and your Employer.

CANCELLATION AND TERMINATION OF COVERAGE

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

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

Disruptive Conduct: ValueOptions may disenroll a Member if the Member's behavior is threatening, violent, or abusive such that it threatens or jeopardizes the safety of the employees or Members of ValueOptions or its Participating Providers or office personnel or other patients. Member's enrollment shall be terminated fifteen (15) days after ValueOptions mails a written notice of termination to the Member. .

Misrepresentation: ValueOptions may terminate the coverage of the Member effective fifteen (15) days after ValueOptions mails a written notice of termination to the Member if ValueOptions finds that Member knowingly furnished Materially incorrect or incomplete enrollment information to Employer or ValueOptions (enrollment information includes, but is not limited to, a Member's date of birth, date of hire, or relationship to another Member such as the Subscriber).

Deceptive Use: If any Member fraudulently or deceptively uses the services of the ValueOptions EAP or knowingly permits such fraud or deception by another, the coverage of such Member may be terminated effective fifteen (15) days after ValueOptions mails a written notice of termination to the Member.

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

REIMBURSEMENT OF THIRD-PARTY LIABILITY EXPENSES

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

You must obtain the written consent of ValueOptions or its nominee prior to settling any claim, or releasing any third party from liability, if such settlement or release would limit the reimbursement rights of ValueOptions or its nominee.

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

GROUP CONTINUATION

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

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

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

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

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

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

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

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

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

In the case of a Qualified Beneficiary who is determined to be disabled pursuant to Title II or Title XVI of the United States Social Security Act, the Qualified Beneficiary shall be

required to pay to the Employer an amount no greater than 150 percent of the group rate after the first 18 months of continuation coverage provided pursuant to this section.

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

Your coverage under Cal-COBRA Coverage will terminate when

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

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

PUBLIC POLICY

ValueOptions appoints up to three persons who represent enrolled groups to its Public Policy Committee to participate in establishing public policy for the EAP. If you are interested in being appointed to the committee, write to the Public Policy Committee, ValueOptions, 340 Golden Shore, Long Beach, California 90802.

FURTHER INFORMATION

Your Employer may provide brochures and other materials on the ValueOptions EAP. If there are variances between those materials and this EOC, this EOC should be regarded as more accurate. If you desire further information, call ValueOptions toll-free at (866) 763-6462.

DEFINITIONS

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

Clinical Referral Line: ValueOptions' 24-hour, toll-free telephone line through which Members receive assistance through the EAP in obtaining access to a Participating EAP Affiliate.

Copayment: An additional amount charged to the Member, which is approved by the Director of the Department of Managed Health Care, for the provision of Covered Services, as described in the "Copayment" paragraph under the section entitled "Features of the EAP".

Counseling: A formal documented relationship between an EAP Affiliate and Member, where when indicated by an Assessment, the EAP Affiliate assists the Member with the resolution of a Problem that typically can be resolved in a series of face to face sessions over a short period of time.

Covered Services: Means those EAP services and benefits that are more particularly described on Attachment "A" of this EOC.

EAP: The employee assistance program operated by ValueOptions pursuant to which ValueOptions provides and arranges for the provision of Assessment, Referral, Counseling, and other services related to participants' substance abuse, mental health, marital, family, financial or legal difficulties.

Emergency Behavioral or Medical Condition: A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in (1) placing the health of the person affected with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of the persons or others in serious jeopardy; or (2) serious impairment to such person's bodily functions; or (3) serious dysfunction of any bodily organ or part of such person; or (4) serious disfigurement of such person.

Employee: An individual whose employment is the basis for that individual to participate in the EAP.

Family Member: Any individual residing with the Employee, including, but not limited to, a spouse, children, grandchildren, significant others,

domestic partners, parents, grandparents and roommates. Nannies, housekeepers or other domestic help residing with the Employee are not considered Family Members under this Agreement.

Grievance: A written or oral expression of dissatisfaction regarding ValueOptions and/or a provider, including quality of care concerns, complaints, disputes, requests for reconsiderations or appeals made by a Member or the Member's representative.

Group: The Employer or other organization that enters into an Employee Assistance Program Agreement ("Agreement") with ValueOptions to provide coverage to Members of the Group.

Individually Identifiable: Medical Information that includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

Material: A factor in a matter that a reasonable person would attach importance to in determining the action to be taken in the matter.

Medical Information: Any Individually Identifiable information, in electronic or physical form, in possession of or derived from a provider, ValueOptions, or a contractor regarding a patient's medical history, mental or physical condition, or treatment.

Member: A Member means any individual who is either a Subscriber or Family Member participating in the EAP.

Non-Participating EAP Affiliate: An individual practitioner licensed to provide health care services and who has not entered into an agreement with ValueOptions.

Participating EAP Affiliate: A health care practitioner that has entered into an agreement with ValueOptions to provide EAP Covered Services to Members. EAP Affiliates include without limitation psychologists, clinical social workers, marriage and family therapists, and registered nurse clinical specialists licensed to provide EAP Covered Services within the Service Area.

Participating Provider: A health care provider that has entered into a behavioral health provider agreement accepted by ValueOptions, to provide mental health and substance abuse ("MH/SA") Services to Members under a ValueOptions Practitioner Agreement. Participating Providers include without limitation psychiatrists, psychologists, clinical social workers, marriage and family therapists, and registered nurse clinical specialists licensed to provide behavioral

health care services within the Service Area.

Per Problem: Each separate incident, event, or situation which causes a Member to seek EAP services and for which a different diagnosis or treatment plan is provided.

Problem: A concern or event for which a Member is seeking Assessment, Referral or Counseling Services.

Referral: The process of linking EAP Members with appropriate resources to resolve personal Problems or concerns.

Service Area: The geographic area for which ValueOptions is licensed pursuant to the Knox-Keene Health Care Service Plan Act to operate the EAP. See Service Area Insert.

Subscriber: An individual whose employment or other status, other than family relationship to another individual, is the basis for that individual's eligibility to enroll in the ValueOptions EAP.

ValueOptions: ValueOptions of California, Inc., a California corporation specializing in the management and administration of mental health and substance abuse care, and employee assistance programs.

Year: A twelve (12) month period starting at 12:01 a.m. on the effective date of the Agreement.

ATTACHMENT A

EAP COVERED SERVICES

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

1. **Toll-Free Line**. ValueOptions will maintain a toll-free "800" number seven days per week, twenty-four hours per day for Members that call to obtain assistance. Depending on the nature of the Problem described by the caller, the Member will be referred to: (i) the appropriate community resource for personal Problems not requiring the services of an EAP Affiliate (e.g., legal, financial, etc.); or (ii) an EAP Affiliate for Assessment, Referral and, if appropriate, Counseling.

2. **Assessment, Referral and Counseling**. ValueOptions will provide Assessment, Referral and Counseling services to eligible Members. Such services shall include Assessment, Referral and, if appropriate, Counseling for personal Problems, including, but not limited to Problems related to, substance abuse, mental health, marital, family, financial or legal difficulties. Each Member will be eligible to receive up to three (3) in-person sessions per Problem with a Participating EAP Affiliate to: (a) assess the Problem; (b) refer the individual, as indicated, to a Participating Provider for behavioral health plan services or other community resource; and (c) follow-up with the Member. In the event the Member has behavioral health benefits through a plan other than ValueOptions, the ValueOptions clinician will assist the Member to contact the other plan if a Referral to that plan's participating provider network is needed. ValueOptions' EAP Covered Services do not include services other than those described in this EOC.

3. **EAP Enhancement Services.** The following EAP enhancement services are offered to all Members. These services are not health care services regulated by the Department of Managed Health Care. These services are provided pursuant to contracts with specialized vendors, and are not provided by Participating EAP Affiliates. EAP Enhancement services are not regulated by the California Department of Managed Health Care, and grievances and complaints in connection with these services are not subject to the Department's review.

   a) **Childcare:** The Plan provides twenty-four (24) hour telephone assessment and referral services to Enrollees relating to childcare problems. Childcare problems may include such things as problems associated with developmental disorders, child adoption, daycare, as well as the problems associated with new parenting. For employers who have purchased this option, calls relating to childcare are referred to an outside vendor. This service is provided by telephone and may involve phone consultation and coaching, researching the availability of resources, or providing informational materials. This service is solely an informational resource and is not clinical in nature.

   b) **Eldercare:** The Plan provides twenty-four (24) hour telephone assessment and referral services to Enrollees relating to eldercare problems. Eldercare problems may

include such things as the selection of an appropriate skilled nursing facility, convalescent home or other living arrangement. It may also include information concerning an individual's entitlement to certain government programs and benefits. For employers who have purchased this option, calls relating to eldercare are referred to an outside vendor. This service is provided by telephone and may involve phone consultation and coaching, researching the availability of resources or providing informational materials. This service is solely an informational resource and is not clinical in nature.

c) **Legal:** The Plan provides Members with a referral to a Legal Service Plan ("LSP"). For employers who have purchased this option, the LSP is available during normal business hours and will provide Plan Members with access to an initial legal consultation by telephone or in-person at no cost to the Members. This initial consultation with an attorney is for up to thirty (30) minutes in length and will be provided within twenty-four (24) to forty-eight (48) hours following a call received during normal business hours. Should the Members wish to retain the attorney for services beyond the initial consultation, the Members may do so at the Member's cost. Legal services beyond the initial consultation are provided to Members at a discounted fee.

d) **Financial:** The Plan provides Members with a referral to a Financial Management Firm ("FMF") which is available to Members during normal business hours. For employers that have purchased this option, Plan Members are entitled to an initial financial consultation with a CPA, financial planner, budget specialist, or licensed securities broker at no cost to the enrollee. This initial consultation is for up to thirty (30) minutes in length and will be provided within twenty-four (24) to forty-eight (48) hours following a call received during normal business hours. Should the Member wish to retain the financial advisor for services beyond the initial consultation, the Member may do so at the Member's cost. Financial services beyond the initial consultation are provided to Members at a discounted fee.

ATTACHMENT B

SERVICE AREA

The ValueOptions Service Area includes the following California counties:

Alameda
Butte
Calaveras
Contra Costa
Del Norte
El Dorado
Fresno
Humbolt
Glenn
Imperial
Kern
Kings
Los Angeles
Madera
Marin
Merced
Monterey
Napa
Nevada
Orange
Placer
Riverside
Sacramento
San Benito
San Bernardino
San Diego
San Francisco
San Joaquin
San Luis Obispo
San Mateo
Santa Barbara
Santa Clara
Santa Cruz
Shasta
Siskiyou
Solano
Sonoma
Stanislaus
Sutter
Tehama
Tulare
Ventura
Yolo
Yuba