

# ***Employee Assistance Program***

## **Combined Evidence of Coverage and Disclosure Form**

Anthem Blue Cross  
9655 Granite Ridge Dr., 6<sup>th</sup> Floor  
San Diego, California 92123  
800/999-7222

***Bristol Management Services, Inc.***

**This Combined Evidence of Coverage and Disclosure Form (EOC) constitutes only a summary of your Employee Assistance Program (EAP) plan. Consult the EAP Agreement to determine the exact terms and conditions of coverage.**

The meanings of capitalized words and phrases are defined in the DEFINITIONS section of this EOC.

Anthem Blue Cross is an independent licensee of the Blue Cross Association. The Anthem Blue Cross name and symbol are registered marks of the Blue Cross Association.

## Table of Contents

<b>LANGUAGE ASSISTANCE SERVICES .....</b>	<b>3</b>
<b>PROGRAM SERVICES .....</b>	<b>6</b>
<b>HOW TO OBTAIN EAP SERVICES .....</b>	<b>6</b>
<b>CONTACT US.....</b>	<b>7</b>
<b>SECOND OPINIONS .....</b>	<b>7</b>
<b>SERVICES THAT ARE COVERED .....</b>	<b>7</b>
<b>SERVICES THAT ARE NOT COVERED .....</b>	<b>8</b>
<b>YOUR FINANCIAL RESPONSIBILITY .....</b>	<b>9</b>
<b>HOW COVERAGE BEGINS.....</b>	<b>9</b>
<b>HOW COVERAGE ENDS.....</b>	<b>10</b>
<b>CONTINUATION OF CARE .....</b>	<b>10</b>
<b>GENERAL PROVISIONS .....</b>	<b>10</b>
<b>GRIEVANCE PROCEDURES .....</b>	<b>12</b>
<b>DEPARTMENT OF MANAGED HEALTH CARE.....</b>	<b>13</b>
<b>BINDING ARBITRATION .....</b>	<b>13</b>
<b>DEFINITIONS .....</b>	<b>14</b>

## LANGUAGE ASSISTANCE SERVICES

# Get Help in Your Language



### Language Assistance Services

**Curious to know what all this says? We would be too. Here's the English version:**

**IMPORTANT:** Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at 1-888-254-2721. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

### Spanish

**IMPORTANTE:** ¿Puede leer esta carta? De lo contrario, podemos hacer que alguien lo ayude a leerla. También puede recibir esta carta escrita en su idioma. Para obtener ayuda gratuita, llame de inmediato al 1-888-254-2721. (TTY/TDD: 711)

### Arabic

مهم: هل يمكنك قراءة هذه الرسالة؟ إذا لم تستطع، فيمكننا الاستعانة بشخص ما ليساعدك على قراءتها. كما يمكنك أيضًا الحصول على هذا الخطاب مكتوبًا بلغتك. للحصول على المساعدة المجانية، يُرجى الاتصال فورًا بالرقم 1-888-254-2721. (TTY/TDD: 711)

### Armenian

ՈՒՇԱԴՐՈՒԹՅՈՒՆ. Կարողանո՞ւմ եք ընթերցել այս նամակը: Եթե ոչ, մենք կարող ենք տրամադրել ինչ-որ մեկին, ով կօգնի Ձեզ՝ կարդալ այն: Կարող ենք նաև այս նամակը Ձեզ գրավոր տարբերակով տրամադրել: Անվճար օգնություն ստանալու համար կարող եք անհապաղ զանգահարել 1-888-254-2721 հեռախոսահամարով: (TTY/TDD: 711)

### Chinese

**重要事項：**您能看懂這封信函嗎？如果您看不懂，我們能夠找人協助您。您有可能可以獲得以您的語言而寫的本信函。如需免費協助，請立即撥打1-888-254-2721。(TTY/TDD: 711)

### Farsi

مهم: آیا می‌توانید این نامه را بخوانید؟ اگر نمی‌توانید، می‌توانیم شخصی را به شما معرفی کنیم تا در خواندن این نامه شما را کمک کند.

همچنین می‌توانید این نامه را به صورت مکتوب به زبان خودتان دریافت کنید. برای دریافت کمک رایگان، همین حالا با شماره 1-888-254-2721 تماس بگیرید. (TTY/TDD:711)

### Hindi

महत्वपूर्ण: क्या आप यह पत्र पढ़ सकते हैं? अगर नहीं, तो हम आपको इसे पढ़ने में मदद करने के लिए किसी को उपलब्ध करा सकते हैं। आप यह पत्र अपनी भाषा में लिखवाने में भी सक्षम हो सकते हैं। निःशुल्क मदद के लिए, कृपया 1-888-254-2721 पर तुरंत कॉल करें। (TTY/TDD: 711)

### Hmong

TSEEM CEEB: Koj puas muaj peev xwm nyeem tau daim ntawv no? Yog hais tias koj nyeem tsis tau, peb muaj peev xwm cia lwm tus pab nyeem rau koj mloog. Tsis tas li ntawd tej zaum koj kuj tseem yuav tau txais daim ntawv no sau ua koj hom lus thiab. Txog rau kev pab dawb, thov hu tam sim no rau tus xov tooj 1-888-254-2721. (TTY/TDD: 711)

### Japanese

重要: この書簡を読めますか? もし読めない場合には、内容を理解するための支援を受けることができます。また、この書簡を希望する言語で書いたもの入手することもできます。次の番号にいますぐ電話して、無料支援を受けてください。1-888-254-2721 (TTY/TDD: 711)

### Khmer

សំខាន់៖ តើអ្នកអាចអានលិខិតនេះទេ? បើមិនអាចទេ យើងអាចឱ្យនរណាម្នាក់អានវាជូនអ្នក។ អ្នកក៏អាចទទួលលិខិតនេះដោយសរសេរជាភាសារបស់អ្នកផងដែរ។ ដើម្បីទទួលជំនួយឥតគិតថ្លៃ សូមហៅទូរស័ព្ទភ្លាមៗទៅលេខ 1-888-254-2721។ (TTY/TDD: 711)

### Korean

중요: 이 서신을 읽으실 수 있으십니까? 읽으실 수 없을 경우 도움을 드릴 사람이 있습니다. 귀하가 사용하는 언어로 쓰여진 서신을 받으실 수도 있습니다. 무료 도움을 받으시려면 즉시 1-888-254-2721로 전화하십시오. (TTY/TDD: 711)

### Punjabi

ਮਹੱਤਵਪੂਰਨ: ਕੀ ਤੁਸੀਂ ਇਹ ਪੱਤਰ ਪੜ੍ਹ ਸਕਦੇ ਹੋ? ਜੇ ਨਹੀਂ, ਤਾਂ ਅਸੀਂ ਇਸ ਨੂੰ ਪੜ੍ਹਨ ਵਿੱਚ ਤੁਹਾਡੀ ਮਦਦ ਲਈ ਕਿਸੇ ਨੂੰ ਬੁਲਾ ਸਕਦਾ ਹਾਂ ਤੁਸੀਂ ਸ਼ਾਇਦ ਪੱਤਰ ਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਲਿਖਿਆ ਹੋਇਆ ਵੱਖੀ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ। ਮੁਫਤ ਮਦਦ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ ਫੌਰਨ 1-888-254-2721 ਤੇ ਕਾਲ ਕਰੋ। (TTY/TDD: 711)

### Russian

ВАЖНО. Можете ли вы прочитать данное письмо? Если нет, наш специалист поможет вам в этом. Вы также можете получить данное письмо на вашем языке. Для получения бесплатной помощи звоните по номеру 1-888-254-2721. (TTY/TDD: 711)

### Tagalog

MAHALAGA: Nababasa ba ninyo ang liham na ito? Kung hindi, may taong maaaring tumulong sa inyo sa pagbasa nito. Maaari ninyo ring makuha ang liham na ito nang nakasulat sa ginagamit ninyong wika. Para sa libreng tulong, mangyaring tumawag kaagad sa 1-888-254-2721. (TTY/TDD: 711)

### Thai

หมายเหตุสำคัญ: ท่านสามารถอ่านจดหมายฉบับนี้หรือไม่ หากท่านไม่สามารถอ่านจดหมายฉบับนี้ เราสามารถจัดหาเจ้าหน้าที่มาอ่านให้ท่านฟังได้

ท่านยังอาจให้เจ้าหน้าที่ช่วยเขียนจดหมายในภาษาของท่านอีกด้วย

หากต้องการความช่วยเหลือโดยไม่มีค่าใช้จ่าย โปรดโทรติดต่อที่หมายเลข 1-888-254-2721 (TTY/TDD: 711)

### Vietnamese

QUAN TRỌNG: Quý vị có thể đọc thư này hay không? Nếu không, chúng tôi có thể bố trí người giúp quý vị đọc thư này. Quý vị cũng có thể nhận thư này bằng ngôn ngữ của quý vị. Để được giúp đỡ miễn phí, vui lòng gọi ngay số 1-888-254-2721. (TTY/TDD: 711)

### **It's important We treat You fairly**

That's why We follow federal civil rights laws in Our health programs and activities. We do not discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, gender identity, sexual orientation, age or disability. For people with disabilities, We offer free aids and services. For people whose primary language isn't English, We offer free language assistance services through interpreters and other written languages. Interested in these services? Call the EAP toll free for help 1-800-999-7222 (TTY/TDD: 711). If You think We failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, You can file a complaint, also known as a grievance. You can file a complaint in writing to Anthem EAP, 9655 Granite Ridge Dr., 6<sup>th</sup> Floor, San Diego, California 92123. Or You can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

In addition, California law requires us to also let you know that Anthem does not discriminate, exclude people, or treat them differently on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender identity, sexual orientation, age or disability. For people with disabilities, we offer free aids and services, and information in alternate formats, free of charge and in a timely manner, when necessary to ensure an equal opportunity to participate.

The California Department of Managed Health Care (DMHC) is responsible for regulating health care service plans. If You have grievance against Anthem, You should first call Anthem at 1-800-999-7222 (TTY/TDD: 711) and use Anthem's grievance process before contacting the DMHC. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that

may be available to You. If You need help filing a grievance, call Anthem Employee Assistance Program at 1-800-999-7222.

If You need help with a grievance you can also call the DMHC for assistance. The DMHC also has a toll-free number (1-888-HMO-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The DMHC's internet website [hmohelp.ca.gov](http://hmohelp.ca.gov) has complaint forms online.

## **Program Services**

Counseling sessions provide confidential, professional assessment, consultation, brief counseling and necessary referral regarding any problems that may affect your life or work. Typical problems include parenting, relationships, stress, anxiety, depression, legal and financial, alcohol or drug abuse, or work related concerns. These services are provided without any cost to you. EAP Services must be obtained from an EAP Practitioner who is a licensed, certified, or otherwise qualified mental health professional under contract with us to perform assessment, brief counseling, and referral.

Many people who use EAP Services are able to resolve their problems with the number of EAP sessions provided under this Plan. If your problem requires more lengthy or specialized treatment than this Plan provides, an EAP consultant will refer you to a resource in the community or suggest that you obtain professional help outside of the EAP Plan.

EAP Services are designed to work in conjunction with benefits provided under your Group's health plan if available. Coverage for services provided by physicians, hospitals, mental health, and substance abuse providers is determined by your group or individual health plan.

## **How to Obtain EAP Services**

### **PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS EAP SERVICES MAY BE OBTAINED**

EAP Services must be obtained from an authorized EAP Practitioner by calling us or by accessing the EAP website and registering in the Member Center.

Access to EAP Services is available twenty-four hours a day/seven days per week.

When you contact us, if it is apparent that you are experiencing an emergency or urgent situation, you will be immediately referred to an EAP consultant for a telephonic assessment. The consultant may provide crisis intervention over the telephone or assist you in obtaining more intensive, acute care services through your health plan.

## Contact Us

We are here to help you. Call us if:

- You have a question or problem.
- You need an EAP Practitioner.
- You want to know about EAP Services available to you.

 1-800-999-7222

 Anthem EAP, 9655 Granite Ridge Dr., 6<sup>th</sup> Floor, San Diego, California 92123

 [www.anthemeap.com](http://www.anthemeap.com)

Information specific to your EAP Plan is available by calling your dedicated toll free EAP number or the number on the Anthem Blue Cross EAP web site, above. Our privacy statement can also be viewed on our website.

## Second Opinions

If you have a question about your condition or about a plan of treatment which your EAP Practitioner has recommended, you may receive a second opinion from another EAP Practitioner. This second opinion visit will be provided according to the benefits, limitations and exclusions of this EAP Plan. If you wish to receive a second opinion, call us at the number provided in the CONTACT US section to obtain a referral to another EAP Practitioner.

## Services that are Covered

Subject to the exclusions and limitations listed in the SERVICES THAT ARE NOT COVERED section, following are the EAP Services that are covered by this Plan when authorized and obtained from an EAP Practitioner. We will not cover any services that are not listed in this section.

1. **Counseling Sessions:** Up to six counseling sessions per unique presenting problem, per 12-month period, per initial term and per renewal term, per EAP Participant. Counseling sessions shall be per unique presenting problem for issues or concerns directly impacting the EAP Participant. Counseling sessions are provided when the EAP assessment reveals that the presenting problem has a reasonable and likely chance of improving as a result of short-term, counseling that is focused on problem resolution. Notwithstanding any provision to the contrary, covered EAP Services do not include any counseling sessions beyond the limit noted above.
2. Referral to appropriate healthcare benefit and/or clinical resources in the community in situations where the EAP Participant's presenting problem warrants long-term treatment, hospitalization or a more specialized level of care.

3. 24 hours per day, 7 days per week, 365 days per year, toll-free telephone access to a licensed EAP Consultant.
4. Legal Referrals & Discounted Fees: 30-minute telephone or in-person consultation with a licensed attorney.
5. Financial Consultation: Unlimited telephone consultations with an appropriate Financial Consultant.
6. Identify Theft Recovery: Telephone consultation to help recover from and minimize the impact of a breach of identity.
7. Tobacco Cessation: Unlimited access to the EAP website's online educational tools and information; as well as links to SmokeFree.gov- a comprehensive website offering tools and tips related to tobacco cessation. Access to a chat feature and information on the toll free Quit Line available in every state.
8. Work/Life Resources and Information: If you wish to speak with a child care, adult dependent care, elder care, adoption, or parenting consultant regarding consultations, educational materials, or referrals for any of these services, please call your toll free EAP number. You also have unlimited access to web-based information and resources about child care, adult dependent care, elder care, adoption, and parenting on the EAP website. Instructions regarding how to access the EAP websites and obtain the information therein contained are part of the program materials furnished by Anthem.

### **Services that are Not Covered**

EAP Services do not include any of the items below. We do not cover any services beyond EAP Services as listed in SERVICES THAT ARE COVERED section of this EOC. We do not cover unauthorized services.

1. EAP counseling and legal consultation for the same problem or situation more than once within a 12-month period following the initial date of service.
2. Any services or benefits covered under the EAP Participant's group health benefit/insurance plan.
3. Any hospital, medical, surgical, or any other health care services provided for any condition.
4. Prescription or non-prescription drugs or medications, cosmetics, dietary supplements, health or beauty aids.

5. Evaluations or reports for a legal proceeding.
6. Fitness-for-Duty evaluations.
7. Authorizations for an employee to take a leave of absence or time off from the workplace.
8. Counseling mandated by a court of law or government agency.
9. Specialized treatment or evaluations required as a condition of parole, probation, custody, visitation or forensic evaluations.
10. Determinations or reports related to the Family Medical Leave Act or Short/Long Term Disability.
11. Any onsite service where the safety of the provider would be considered at risk.

## **Your Financial Responsibility**

### **Prepayment Fee**

Your Group is responsible for paying the charges for your coverage.

### **No Separate Charge**

There is no member cost sharing or financial liability due from EAP Participants provided you obtain covered EAP services which are authorized and from an EAP Practitioner.

**Important Note:** When an EAP Practitioner recommends a service or resource it does not mean or imply that the service is a covered expense. Call us if you have any questions regarding whether services are covered.

## **How Coverage Begins**

EAP Participants employed on the day the EAP Agreement begins will be able to obtain EAP Services on the Effective Date. The ability to obtain EAP Services under this Plan will terminate at 11:59 P.M. on the last day of an EAP Participant's eligibility or termination of the EAP Agreement, whichever occurs first.

In order for you to be entitled to benefits under this Plan, both the EAP Agreement and your coverage under this Plan must be in effect on the date you obtain EAP Services.

This Plan is subject to amendment, modification or termination according to the provisions of the EAP Agreement without your consent or concurrence.

Group shall be responsible for determining Eligible Employees. Any disputes or inquiries regarding eligibility (including renewal and reinstatement) shall be referred to the Group, which shall advise us of its determination.

Eligibility under this EAP Agreement shall be limited to residents of the United States, including any U.S. Territories.

We shall have the sole right to terminate eligibility of any EAP Participant who uses threatening or aggressive behavior.

### **How Coverage Ends**

Your eligibility ends when you are no longer an Eligible Employee, upon your termination of employment, or when your Group's EAP Agreement is terminated as a result of nonpayment of premium or otherwise. If premiums are not paid according to the EAP Agreement, termination is effective fifteen days after notice of termination is mailed to your Group, as of midnight of the last day of the month for which premiums were last received and accepted. Your eligible Household Members are covered during the same time you are. Upon termination of your employment, please contact your Group to determine whether you and/or your eligible Household Members may be eligible to continue coverage under COBRA.

### **Continuation of Care**

If you began EAP visits with an EAP Practitioner and have not completed the maximum allowable visits in the time period specified under SERVICES THAT ARE COVERED by the date your coverage under this Plan ends, you may be able to complete the remaining EAP visits. Please contact us for more information.

If you began EAP visits with an EAP Practitioner whose contract is terminated, your remaining EAP visits may continue as covered EAP services if: 1) you are under the care of the EAP Practitioner at the time the provider's contract terminates; and 2) the terminated provider agrees in writing to continue providing EAP visits to you in accordance with the rates, terms and conditions of his or her previous contract with us. If the provider was terminated for reasons of disciplinary cause or reason, fraud, or other criminal activity, or does not agree with these contractual terms and conditions, we are not required to continue the provider's services beyond the provider's contract termination date. Please contact us for more information.

### **General Provisions**

**Providing Care.** We are not responsible for providing any type of medical or similar care, nor are we responsible for the quality of any such care received. Our relationship with the EAP Practitioner is that of an independent contractor who is not our agent or employee, nor are we, or any of our employees, an employee or agent of any EAP Practitioner. We are not responsible for any damages or injuries as a result of receiving services from an EAP Practitioner.

**EAP Provider Reimbursement.** EAP Practitioners are paid directly by us. It is not necessary that you file claims for EAP services you receive under this Plan. You will not be required to pay any EAP Practitioner any amounts we owe to that provider, even in the unlikely event that we fail to pay that provider. You will be liable, however, to pay any provider who is not an EAP Practitioner for any services they provide and for any services that are not covered by this Plan.

**Limited Coverage.** This Plan provides limited benefits as described in SERVICES THAT ARE COVERED section. In those situations where the EAP Participant's needs are beyond the scope of the EAP Services in this Plan, the EAP Participant may be referred to a local resource or the Group's group health plan or health benefit/insurance plan, if available.

**Benefits Not Transferable.** Only EAP Participants are entitled to receive EAP Services under this Plan. The right to receive EAP Services cannot be transferred.

**Plan Administrator - COBRA and ERISA.** In no event will we be plan administrator for the purposes of compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the Employee Retirement Income Security Act (ERISA). The term "plan administrator" refers either to the Group or to a person or entity other than us, engaged by the Group to perform or assist in performing administrative tasks in connection with the Group's health plan. The Group is responsible for satisfaction of notice, disclosure and other obligations of administrators under ERISA. In providing notices and otherwise performing under the EAP Agreement, the Group is fulfilling statutory obligations imposed on it by federal law and, where applicable, acting as your agent.

**Workers' Compensation Insurance.** This Plan does not affect any requirement for coverage by workers' compensation insurance. It also does not replace that insurance.

**Public Policy Participation.** We have established a Public Policy Committee (that we call our Consumer Relations Committee) to advise our Board of Directors. This Committee advises the Board about how to assure the comfort, dignity, and convenience of the people we cover. The Committee consists of members covered by our health plan, participating providers and a member of our Board of Directors. The Committee may review our financial information and information about the nature, volume, and resolution of the complaints we receive. The Consumer Relations Committee reports directly to our Board.

**Conformity with Laws.** Any provision of the plan which, on its effective date, is in conflict with the laws of the governing jurisdiction is hereby amended to conform to the minimum requirements of such laws.

**Renewal Provisions.** The EAP Agreement is subject to renewal at certain intervals. This Plan renews when the EAP Agreement is renewed and continues in effect unless notice of termination is served within the time specified or as otherwise provided in the EAP Agreement.

**Confidentiality and Release of EAP Information.** We make every effort to preserve confidentiality of participants' information. Information may be released only with the written consent of the EAP Participant or as required by law. It must be signed, dated and must specify the nature of the information and to which persons and organizations it may be disclosed. EAP Participants may access their own EAP records.

## **Grievance Procedures**

If you are dissatisfied about any aspect of this Plan, you may file a grievance verbally by contacting Anthem EAP at its toll free telephone number provided in the CONTACT US section of this document or in writing to Anthem EAP, 9655 Granite Ridge Dr., 6<sup>th</sup> Floor, San Diego, California 92123. Also, you may access the company web site at [www.anthemead.com](http://www.anthemead.com). All grievances will result in investigation and response. You may file a grievance up to 180 days following any incident or action that is the subject of your dissatisfaction. If you need assistance filing a grievance please let your EAP consultant or customer service representative know.

Grievance resolution may involve review of your records, which, if needed will be requested by the Grievance and Appeals analyst, or EAP consultant, utilizing mail, fax or secure email. Grievances will be resolved within thirty (30) calendar days from Anthem's receipt of your expression of dissatisfaction.

If you are dissatisfied with the resolution of your grievance, or if your grievance has not been resolved for more than 30 calendar days, you may submit your grievance to the California Department of Managed Health Care for review (see DEPARTMENT OF MANAGED HEALTH CARE). If your case involves an imminent threat to your health, you are not required to complete our grievance process, but may immediately submit your grievance to the Department of Managed Health Care for review.

Information on filing a complaint regarding discrimination based on race, color, national origin, age, disability, or sex can be found in the Language Assistance Services section of this Agreement.

## **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 the telephone number listed on your identification card 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 applications forms and instructions online.

### **BINDING ARBITRATION**

ALL DISPUTES INCLUDING BUT NOT LIMITED TO DISPUTES RELATING TO THE DELIVERY OF SERVICES UNDER THE POLICY/PLAN OR ANY OTHER ISSUES RELATED TO THE POLICY/PLAN AND CLAIMS OF MEDICAL MALPRACTICE MUST BE RESOLVED BY BINDING ARBITRATION, IF THE AMOUNT IN DISPUTE EXCEEDS THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT. It is understood that any dispute including disputes relating to the delivery of services under the policy or any other issues related to the policy, including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. YOU AND ANTHEM BLUE CROSS AGREE TO BE BOUND BY THIS ARBITRATION PROVISION AND ACKNOWLEDGE THAT THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION IS WAIVED FOR BOTH DISPUTES RELATING TO THE DELIVERY OF SERVICE UNDER THE PLAN OR ANY OTHER ISSUES RELATED TO THE PLAN AND MEDICAL MALPRACTICE CLAIMS.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this Binding Arbitration provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the Member making a written demand on Anthem Blue Cross. The arbitration will be conducted by a single neutral arbitrator from Judicial Arbitration and Mediation Services (“JAMS”), according to JAMS’ applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by a single neutral arbitrator from another neutral arbitration entity, by agreement of the Member and Anthem Blue Cross, or by order of the court, if the EAP Participant and Anthem Blue Cross cannot agree. If the parties cannot agree on the individual neutral arbitrator, the arbitrator will be selected in accordance with JAMS Rule 15 (or any successor rule).

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. Unless you, or Anthem Blue Cross agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **Definitions**

**EAP Agreement** means the contract entered into between us and your Group to provide EAP Services to EAP Participants.

**EAP Participant(s)** means an Eligible Employee and any Eligible Household Member(s) who are entitled to EAP Services under this Plan and for whom Eligible Employee Fees are paid by your Group.

**EAP Practitioner** means, with regard to any counseling and referral services provided under this Plan, an appropriately licensed health care professional who has agreed to provide EAP Services for EAP Participants. In limited situations involving counseling services, EAP Practitioner can also include licensed health care professionals who are not participating in the applicable EAP network, but who have been approved by us and have agreed to perform a one-time or set number of EAP Services for a particular EAP Participant. For non-health-related services provided under this Plan, including but not limited to legal consultations, financial consultations, and concierge or convenience services, EAP Practitioner means an appropriately trained and/or licensed professional approved by and/or with an agreement us to provide a one-time or set number of EAP Services to an EAP Participant.

**EAP Services** means those services listed in the WHAT SERVICES ARE COVERED section of this EOC that an EAP Participant is entitled to receive under this Plan.

**Eligible Employee(s)** means the Group’s eligible employees as determined and specified by the Group. Eligible Employee(s) may also include other employees, as otherwise agreed upon by Group.

**Eligible Household Member(s)** means the spouse, domestic partner, dependents, and others whose place of residence is the same as the Eligible Employee, and/or those dependents who

do not share the same residence as the Eligible Employee but due to applicable state law or court order are required to be covered under this Plan. Any person who is permanently residing in your household is eligible, as are individuals who are qualified as your dependents for federal income tax purposes.

**Group** means any Employer, Labor Union or Labor Management Trust Fund, Association, or other Group to which the EAP Agreement was issued.

**Plan** means the entire set of benefits, conditions, exclusions and limitations that make up your coverage. It consists of this EOC, the EAP Agreement, and any attachments.