

# Combined Evidence of Coverage and Disclosure Form

## Employee Assistance Program

Your employer has chosen Spring Health to provide Employee Assistance Program (“EAP”) services. All EAP services covered under this Plan will be provided by Spring Care, Inc (also known as Spring Health).

**This Combined Evidence of Coverage and Disclosure Form (“EOC”) constitutes only a summary of your EAP. Consult the EAP Agreement to determine the exact terms and conditions of coverage. A copy of the EAP agreement between your employer and Spring will be provided upon request.**

You have the right to review this document before you receive EAP services. We encourage you to read this form completely and carefully.

**Spring Care of California<sup>1</sup>  
6200 Stoneridge Mall Road  
Suite 300 - #1047  
Pleasanton, CA 94588**

**IMPORTANT:**

Can you read this in English? If not, we can have somebody help you read it.

For free help, please call (855) 629 0554

**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.

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<sup>1</sup> Spring Care of California is a subsidiary of Spring Care, Inc. that provides services in California and is licensed by the California Department of Managed Health Care.

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## Introduction

Your employer has elected to provide Employee Assistance Program (“EAP”) Services through Spring Health (“Spring”)<sup>1</sup> for you and your dependents. Spring (the “Plan”) is a specialized health care service plan licensed in California under the Knox Keene Act. This brochure is your **Combined Evidence of Coverage and Disclosure Form**. Your employer, the “Plan Sponsor,” has entered into a contract with the Plan.

This Combined Evidence of Coverage and Disclosure Form provides you with important information on how to obtain EAP Services and the circumstances under which these services will be provided to you. **Please read it carefully.** Keep this publication in a safe place where you can easily refer to it when you are in need of EAP Services.

## Introduction to Spring Health’s EAP

When you receive EAP Services from Spring, you will not be responsible for making any co-payment. You will not make premium payments either. Your employer makes these payments on your behalf.

Spring’s EAP Services provide confidential and professional assessment, consultation, brief counseling, and necessary referral for you. These services are provided without any cost to you. EAP Services must be obtained from an EAP Provider who is a licensed, certified, or otherwise qualified mental health professional under contract with Spring to perform assessment, brief counseling, and referral.

If you wish to know more information about any of the issues covered in this Combined Evidence of Coverage and Disclosure Form, you may request additional information from the Plan. If you have questions or concerns about Spring’s EAP or if we are able to assist you, **Contact Us** using any of the following options:

### CONTACT INFORMATION:

**Call:** (855) 629.0554

**Email:** [careteam@springhealth.com](mailto:careteam@springhealth.com)

**Mail:** 6200 Stoneridge Mall Road, Suite 300 - #1047, Pleasanton, CA 94588

**Mail 2:** 60 Madison Avenue, 2<sup>nd</sup> Floor, New York, NY, 10010

**Web:** [care.springhealth.com](http://care.springhealth.com)

## Notice of Non-Discrimination

Spring does not discriminate, exclude people, or treat them differently on the basis of race, color, national origin, ancestry, religion, sex, or marital status, gender identity, sexual orientation, age, or disability.

## Important Terms

The following definitions apply to this Combined Evidence of Coverage and Disclosure Form:

**Brief Counseling** means 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 Provider that you may utilize alone or together with others who are important to resolution of your problem.

**Care Team** means the Plan’s care support coordinators, care navigators, and other team members who are responsible for assisting Enrollees and Eligible Dependents with inquiries and support needs. The Care Team works together collaboratively, supported by mental health technology to assist Enrollees and Eligible Dependents receive the right care and support at the right time.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act. COBRA allows former employees, retirees, and their dependents to temporarily keep their health coverage.

**Continuity of Care** means your request to continue seeing your doctor in certain cases, even if your doctor leaves your EAP plan or medical group.

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

**Domestic Partner** means a person of the same or opposite sex who shares your permanent residence, is not your blood relative, and has met all other applicable requirements and filings necessary to register your relationship as a couple under the California domestic partnership law.

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

**EAP Services** means the services provided to you by Spring, the Plan, as outlined in the contract between the Plan and the Plan Sponsor, including therapy, as described herein.

**EAP Agreement** also referred to as "plan contract", our contract, this contract, means this contract that governs EAP Services.

**Eligible Dependent** means a person eligible for EAP coverage through his, her, or their relationship with an eligible employee of the Plan Sponsor. Eligible Dependents may include your spouse, your children, and/or your Domestic Partner. Ask the Plan Sponsor who qualifies as an Eligible Dependent under your EAP.

**Emergency** means 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.

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

**Enrollee** means You, the person eligible for EAP Services as an employee of a Plan Sponsor.

**Exclusion** means services that Spring will not pay for.

**Fraud** means knowingly making, or causing or permitting to be made, false statements 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** means any expression of dissatisfaction regarding the services provided by Spring, our platform, or the quality of care rendered by one of our contracted providers. A Grievance may be oral or in writing and includes any complaint, dispute, request for reconsideration, or appeal made by you or your representative.

**Limitation** means limits on the frequency of treatment, number of visits, days of coverage, or other similar limits on the

scope or duration of treatment.

**Plan** means the EAP Services as provided by Spring Health to you through your Plan Sponsor.

**Plan Sponsor** means the employer that contracts with us to provide EAP services to its employees or members respectively, and their Eligible Dependents.

**Portal** means Spring's online platform via which Enrollees and Eligible Dependents may register, view EAP Providers, schedule appointments, chat with the Care Team, and, among other things, explore the library of on-demand exercises.

**Problem(s)** means a specific personal issue, concern, or type of matter or situation for which you obtain assistance from the EAP in attempting to resolve.

**Session** means an approximately fifty (50) minutes visit by one or more participants with an EAP Provider to discuss personal problems.

**Us, We, Our** means the Plan, Spring, your EAP administrator.

**You, Your** means the person eligible for EAP services as an employee of a Plan Sponsor.

## Obtaining Your EAP Services

Please read the remainder of this Combined Evidence of Coverage and Disclosure Form to fully understand how to use your Spring EAP, but here are the quick basics:

- Register for Spring online or via telephone.
  - If you choose to register online, visit [care.springhealth.com](https://care.springhealth.com) or the website provided to you by your Plan Sponsor to create your account.
  - If you would like to register using the phone, call (855)629.0554 or the phone number provided to you by your Plan Sponsor and speak with a Care Team member who will assist you with creating your account and next steps.
- Complete the digital screening to determine your needs.
- Online, you then have the option to view our EAP Providers and schedule a virtual or in-person appointment with the provider of your choice. If you call the Care Team, the Care Team member will assist you with provider information and scheduling your appointment.
- Explore the portal to view self-guided, on demand exercises for topics across a spectrum of mental health stressors and conditions, such as mindfulness, burnout, and personal growth.

Please note, you always have the option to connect with the Care Team via phone, chat, or email using the contact information provided on page 1 for assistance, support, and guidance, including if you need to cancel or reschedule an appointment.

## Eligibility and Coverage

To be eligible for services under the Plan, your employer, the Plan Sponsor, must have executed a plan contract with Spring, the Plan. Your employer makes the determination of who is eligible to participate and who actually participates in the Plan. 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 Provider, 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 reason, you do not have any right to renewal or reinstatement except as described on page 10 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 are able 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 EAP Services. If you think this has happened, you may send us a written complaint as described in the “Provider Disputes and Grievances” section of this Evidence of Coverage and Disclosure Form, or by emailing [careteam@springhealth.com](mailto:careteam@springhealth.com), or by calling (855) 629.0554. You may also request review by the California Department of Managed Health Care (see below for additional information).

### Termination by the Plan Sponsor

The Plan Sponsor shall have the option to terminate this contract upon thirty (30) days written notice to us, which notice shall specify concerns and/or complaints expressed by employees or eligible dependents regarding use of the services, and which concerns and/or complaints shall not be resolved by us to the Plan Sponsor’s satisfaction during such thirty (30) days’ notice period.

### Termination of Contract with Plan Sponsor due to Nonpayment

If your employer, the Plan Sponsor, fails to pay our fees, we may terminate the contract for nonpayment. We will first give the Plan Sponsor thirty (30) days’ notice of our intent to terminate the contract for nonpayment. If payment is not received within those thirty (30) days, we will terminate the contract; wherein your Plan Sponsor will furnish you notice of the termination. Your coverage will terminate at 11:59 p.m. fifteen (15) days after the Plan Sponsor provides notice to you.

### Loss of Eligibility

You and/or your Dependent’s coverage will end on at 11:59 p.m. 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 on Individual Continuation of Group Benefits. Please see the Definitions and Eligibility sections for more information.

### 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 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 at 11:59 p.m. immediately on the date you receive notice of cancellation. If we cancel your coverage based on your conduct, you forfeit all continuous rights described below under Individual Continuation of Group Benefits.

### Review by Department of Managed Health Care

If the Plan Sponsor alleges that its contract for EAP Services has been canceled or not renewed because of the requirements for health care services, the Plan Sponsor may request a review by the Director of the Department of Managed Health Care. If the Department of Managed Health Care determines that a proper complaint exists, the Director of the Department shall notify us. Within fifteen (15) days after receipt of such notice, we will either request a hearing or reinstate the Plan Sponsor.

We do not engage in retroactive termination, and as an Enrollee (employee or Eligible Dependent) under your employer's contract, you will not be held retroactively responsible for any services provided to you by the Plan.

## Description of EAP Services

The EAP Services include problem assessment, short-term counseling, referral, and follow-up to assist you in resolving a range of personal problems, including, but not limited to:

- Parenting Concerns;
- Marriage and Family Distress;
- Relationship Issues;
- Grief and Loss;
- Use and Misuse of Alcohol and Drugs, and Co-Dependency Issues;
- Stress Related to Financial and Legal Problems;
- Emotional Stress; and
- Life Crises.

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. If a referral for on-going treatment services is required, you are responsible for final verification of insurance coverage and any co-payments or charges not covered by your insurance.

Your coverage may include additional services, including, for example, dependent and pet care services, career coaching, and/or medication management. You can access your benefits by calling Spring at (855) 629.0554, visiting our website at [care.springhealth.com](http://care.springhealth.com), emailing us at [careteam@springhealth.com](mailto:careteam@springhealth.com), and/or by asking your employer.

## Limitation

Each Enrollee and Eligible Dependent may receive up to [six (6)] EAP counseling sessions in [months].

## Exclusions

Your EAP does not provide or pay for:

- Medical care;
- Inpatient treatment;
- Services by providers who are not part of our EAP Provider network;
- EAP Sessions that were not accessed through our toll-free telephone number or our online service;
- 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, intellectual developmental disorder, motor skill disorders, or communication disorders, behavioral training, or cognitive rehabilitation;
- Medication – If you have a mental health condition for which medication is required, you are responsible for the costs of any medication;
- 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 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; or
- Biofeedback and hypnotherapy.

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 Provider and the Care Team.

## Access to EAP Services

To access EAP Services (except for Crisis Services), you must create an account by registering with Spring at [care.springhealth.com](https://care.springhealth.com) or the website provided to you by your Plan Sponsor. Spring offers Plan Sponsors website URLs specific to the employer; however, you are able to register and access the Spring portal via the main website or the one specific to your Plan Sponsor. You may also create your account and register by contacting Spring directly at (855) 629.0554 Monday to Friday from 8:00 AM- 11:00 PM EST. or by contacting the Plan Sponsor-specific phone number provided to you by your Plan Sponsor.

Once you register, you will complete an initial screening, which will help determine your care plan by focusing on your specific needs. You are able to then view the EAP Providers, schedule tele-therapy or in-person sessions with the Provider of your choice, and also view other options on the portal including an unlimited on-demand library of exercises based on cognitive behavioral therapy.

Spring's Care Team is available to support and provide assistance at any point and with any topic. The Care Team may be contacted via chat on the portal, or by calling or emailing using the contact information on page 1.

## Crisis Services

We provide a 24-hour telephone Crisis Line by calling (855) 629.0554, Option 2. We will determine whether to provide appropriate intervention, as well as assess the need for short-term counseling, referrals to community resources, or referrals for emergency behavioral care and treatment.

Please note, you do not need to have previously created a digital account or registered with the Plan to access the Crisis Line. Any Enrollee or Eligible Dependent may call this number at any time.

Where there is no crisis, but you or your Eligible Dependent has an urgent need to see an EAP Provider within forty-eight (48) hours to address a serious problem or condition, we will schedule you with an EAP Provider who will offer an appointment within this timeframe.

## Emergency Services

In the event that you or your Eligible Dependent are having or believe to be having a medical or psychological emergency, you or your dependent should call 911 or go to the nearest hospital emergency room. Medical/psychiatric emergencies and services for medical emergency or other medical/psychiatric care are not covered by the EAP and will not be paid by the Plan.

## Choice of Providers

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

## Our Provider Network

EAP Services are only available through the network of EAP Providers with whom we have contracted. Each EAP Provider has at least a master’s level degree in a behavioral health field, a current and valid license to practice behavioral health, and professional behavioral health experience. EAP Providers most frequently include social workers, psychologists, and marriage and family therapists. We pay our contracted EAP Providers for their services on a fee-for-service basis; we do not use financial incentives for EAP Providers to reduce or limit their services to you. Our contracts with our EAP Providers specify that, in the event the Plan fails to pay the provider, you will not be liable to the provider for any amounts owed by the Plan. If you would like more information about our provider network, you may contact us at (855) 629.0554 or check online at [care.springhealth.com](http://care.springhealth.com) or the website provided to you by your Plan Sponsor.

## Timely Access to Care

The California Department of Managed Health Care (DMHC) requires members to be seen in a timely manner. The primary intent of these regulations and the underlying legislation is to ensure that the Spring network of providers has the capacity and availability to provide care to you within certain timeframes for the various levels of care.

Please take time to read the following California Timely Access Standards.

Non-urgent appointments with a non-physician Behavioral Health Care Practitioner (Psychologist, MFT, LCSW).	10 business days
Non-urgent appointments with a Physician Behavioral Health Care Practitioner, i.e., a Psychiatrist	15 business days

## Your Liability for Payment

If you choose to obtain EAP Services from a provider or counselor who is not in our provider network, you will be responsible to pay for those services. You may also be liable for payment if you elect to continue to obtain services from a Spring provider after exhausting your employer sponsored sessions, please contact your full-service health insurance plan to discuss coverage availability and available options.

## Choosing or Changing a Provider

Only EAP Providers in our network of providers are eligible to provide EAP Services under the Plan. You may request a list of our EAP Providers in your area at any time. You can also find all available EAP Providers in your area via the Portal.

## Continuity of Care

Should the Plan Sponsor, EAP Provider, or the Plan terminate its contract, the Plan will provide Enrollees and their Eligible Dependents continuity of care for assessment and referral or short-term counseling services. The Plan will complete all assessment and referral services and/or remaining short-term counseling that have been started prior to the date of termination and that are clinically appropriate. The Plan will provide you sixty (60) days’ written notice of termination of any contracting EAP Provider if you may, or would, be materially or adversely affected by such termination.

## Continuation with Non-Contracted Provider Upon New Eligibility for Our EAP Services

We will allow any new Enrollee involved in a current episode of short-term counseling with a prior EAP Services Provider, at the time their employer terminated the EAP contract, to continue in short-term counseling with that EAP Provider under the former plan, up to the limits of the number of short-term counseling Sessions to be provided by the

Plan under the new contract by contacting Care Support at (855) 629.0554 Monday to Friday from 8:00 AM- 11:00 PM EST. The Plan will not attempt to offer continuity of care beyond the scope of employee assistance services and its licensed capabilities. In the event that your current provider is not contracted with Spring and does not agree to continue you may contact your assigned Care Navigator for assistance in finding a new Spring provider.

In the event that your current Spring provider leaves the network, you may contact Care Support to request Continuity of Care or for help finding a new Spring provider.

## Second Opinions

If you have questions about the EAP Provider's assessment of your problem or the action plan developed with the EAP Provider or if the EAP Provider 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 period. After discussing the issues with Spring's Care Team, you may request a second opinion. If we determine a second opinion is clinically appropriate and you have EAP Sessions remaining, our care navigation team will refer you to an appropriately qualified professional – a licensed behavioral health care provider acting, within the scope of his, her, or their practice, who has a clinical background, including training and expertise, in connection with the condition(s) 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 (within 72 hours).

## Facilities

In most areas, the offices of our EAP Providers are located close to where you work or live. To find out the locations of EAP Providers, call Spring at (855) 629.0554 or check online at [care.springhealth.com](http://care.springhealth.com) or the website provided to you by your Plan Sponsor. Please note, most of our EAP Providers are also available for virtual tele-therapy sessions, as well.

## Individual Continuation of Group Benefits

Your Plan Sponsor is responsible for providing you notice of the terms and conditions in which you remain in the Plan if your employer ceases to exist, if you leave the employer's group, or if your eligibility status changes. Your Plan Sponsor is responsible for notifying us of the duration of your eligibility. Please consult with your Plan Sponsor if you have any questions, including questions regarding the availability of COBRA continuation benefits in connection with your EAP Services.

## Prepayment Fees

Your Plan Sponsor pays us the full cost of EAP Services, including services provided to you and your Eligible Dependents. You have no obligation to pay any amount to enroll in 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 EAP Services, including services provided to you and your Eligible Dependents. You have no obligation to pay any amount to enroll in 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 EAP Providers, you do not have to file any claims for EAP Services. All EAP Providers are under contract with us. By law, every contract between us and our EAP Providers provides that you will not be liable to the Provider for EAP Services you receive, even if the provider does not receive payment from us. You should not make an agreement with any EAP Provider to pay the Provider for EAP Services.

You will be responsible to pay for the services if you and the EAP Provider decide additional services not covered by the EAP are necessary, if you obtain EAP Services from a Provider who does not have a contract with us, or if you access a contracted EAP Provider directly, without first calling the toll-free number or accessing the Spring website 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 Provider requires you to pay for EAP Services, you may call our toll-free number (855) 629.0554, or send a letter to Spring Health, 60 Madison Avenue, 2<sup>nd</sup> Floor, New York, NY, 10010, or email [careteam@springhealth.com](mailto:careteam@springhealth.com), so that we can arrange for your reimbursement.

## Renewal Provision

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, will give your Plan Sponsor at least thirty (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 in the contract. If we choose to cancel or not renew the services contract with your Plan Sponsor, your Plan Sponsor will notify you at least fifteen (15) days prior to the termination date.

## 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 or EAP counseling is conducted virtually. The discussions you have with your EAP Provider 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 Provider. **A statement describing our policies and procedures for preserving the confidentiality of medical records is available and will be furnished to you upon request.**

**If you would like to request confidential communications you may submit your request by calling Care Support at (855) 629.0554 or via email at [careteam@springhealth.com](mailto:careteam@springhealth.com)**

## Provider Disputes and Grievances

If you have a Grievance regarding any of our services or the services of an EAP Provider, or you have a dispute about our services, you may call (855) 629-0554 to request our Care Support agents submit a Grievance on your behalf or the subscribers behalf, send a completed Grievance form available online by email to [grievances@springhealth.com](mailto:grievances@springhealth.com), fax your Grievance to (866) 410.0051, or mail the completed Grievance form or a letter to Spring Care, Inc., 60 Madison Avenue, 2<sup>nd</sup> Floor, New York, NY 10010. The Grievance form is available online at [springhealth.com/Grievance\\_Form](http://springhealth.com/Grievance_Form) or you may request a Grievance form be mailed to you. If you need assistance completing the Grievance form, please contact us at (855) 629.0554. 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 (855) 629.0554 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 complaint or Grievance. You may file a Grievance one hundred eighty (180) calendar days following any incident or action that is the subject of your dissatisfaction.

Neither the Plan nor any of its participating Providers will discriminate against an Enrollee based on the filing of a Grievance. If you believe you have been discriminated against due to your filing a Grievance, please call (855) 629.0554.

## **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 (855) 629.0554 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 thirty (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.

## **Anti-Fraud Policy**

We have established an Anti-Fraud Policy to identify and reduce the risk and potentials costs to the Plan, and to protect its EAP Providers, Plan Sponsors, and you and your Eligible Dependents, in the delivery of the EAP Services through the timely detection, investigation, and prosecution of suspected fraudulent activities.

We have an anti-fraud hotline to allow reporting 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 (833) 490.0007.

Copies of our anti-fraud policy are available upon request.

## **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 at least quarterly to establish our public policy relating to services provided by the Plan. Call us with your ideas and/or your interest in serving on the Public Policy Committee at (855) 629.0554, email us at [careteam@springhealth.com](mailto:careteam@springhealth.com), or write to us at Spring Care, Inc., 60 Madison Avenue, 2<sup>nd</sup> Floor, New York, NY 10010.

## **Organ Donation**

There is a need for organ donors across the country. You can agree to have your organs donated in the event of your death. If you wish to become an organ donor or tissue donor, tell your family members that you have decided to become an organ and tissue donor so they will understand your wishes and support them. Have a frank discussion about the steps they will need to take at the time of your death to ensure your donations take place in the proper time frame. If you wish to become an organ and tissue donor, the California Department of Motor Vehicles ("DMV") can give you a donor card that you carry with your driver's license or ID card, and a donor sticker to place on the front of your driver's license or ID card to carry in your wallet or purse at all times. Have two people witness your signature, preferably family members.

For more information, you can contact the National Donate Life Registry online at [www.donatelife.net](http://www.donatelife.net) or by contacting the US Department of Health and Human Services website at [www.organdonor.gov](http://www.organdonor.gov).

## **Language Assistance**

As a Plan member, you have the right to interpreter services in your language, at no cost to you, to help you obtain EAP Services. For help with getting an interpreter or to request this entire Combined Evidence of Coverage and Disclosure Form in Spanish or any other language, please call us toll-free at (855) 629.0554.