

**April 17, 2020**

**To: Prospective Proposers**

**From: Kelly Tran, Contracts Administrator; kelly.tran@vta.org**

**Subject: Question and Answer for RFP, Employee Assistance Program**

<p><b>The following page(s) contain responses to questions submitted by prospective Proposers. Do not submit the attached “Q&amp;A” document in your proposal.</b></p>
--

### **QUESTIONS & ANSWERS**

The following questions have been submitted by prospective proposers. VTA has provided responses to the following questions to assist proposers in the preparation of their proposal. Some questions may have resulted in material changes to the instructions or technical aspects of the RFP. If so, those changes will be documented herein.

**Question 1:**

Are you free to share why you are rebidding your EAP?

**Answer 1:**

Our current Contract will expire on 6/30/20. It is the Santa Clara Valley Transportation Authority Policy’s to solicitate for new ideas and competitive pricing.

**Question 2:**

Is the current contract for five counseling sessions per incident, per year? If not, what is the current number of counseling sessions per incident, per year?

**Answer 2:**

The current Contract has five counseling sessions per incident, per year.

**Question 3:**

What is the current per employee per month (PEPM) rate for VTA?

**Answer 3:**

The current monthly PEPM rate is \$1.95 per employee.

**Question 4:**

Can you please provide annual utilization reports for 2017, 2018, and 2019?

**Answer 4:**

See utilization summary reports below.

**2017**

Utilization	Annual	Annual Utilization	Prior Yr. Utilization
Telephonic Counseling Referrals	0	0.0%	0.0%
Face to Face Counseling Referrals	66	3.0%	3.9%
On-Site Services	0	0.0%	0.0%
Worklife Referrals	2	0.1%	0.1%
Legal Referrals	35	1.6%	2.2%
Financial Referrals	2	0.1%	0.0%
Critical Incident Consultation Cases	2	0.1%	0.1%
Management Consultation Cases	5	0.2%	0.1%
General Consultations and Referrals	55	2.5%	3.0%
Overall Utilization Rate		7.5%	9.6%

**2018**

Utilization	Annual	Annual Utilization	Prior Yr. Utilization
Face to Face Counseling Referrals	86	3.8%	3.0%
On-Site Services	0	0.0%	0.0%
Worklife Referrals	2	0.1%	0.1%
Legal Referrals	31	1.4%	1.6%
Financial Referrals	0	0.0%	0.1%
Critical Incident Consultation Cases	1	0.0%	0.1%
Management Consultation Cases	4	0.2%	0.2%
General Consultations and Referrals	69	3.0%	2.5%
Overall Utilization Rate		8.5%	7.5%

**2019**

Service Engagement	Jan 2019 - Dec 2019	YTD	Prior YTD
Total Covered Employees	2,184	2,184	2,269
Annualized Utilization Rate	7.2%	7.2%	11.5%
Total Member Services Requested	156	156	184
Total Organizational Services & Participants	25	25	101
<b>Other Engagement Measures</b>			
# Website Logins	240	240	205

**Question 5:**

Is VTA looking for the EAP to provide SAP services? If so, how many SAP cases has VTA had over the past 3 years (2017, 2018, 2019)?

**Answer 5:**

VTA is not in search for SAP service provider for this project.

**Question 6:**

Why is VTA looking to potentially change EAP providers?

**Answer 6:**

Our current Contract will expire on 6/30/20. It is VTA policy's to solicitate for new ideas and competitive pricing.

**Question 7:**

What specific challenges has VTA experienced with the current EAP, and where does VTA see opportunities for improvement?

**Answer 7:**

Not many. Our current program has been excellent. Our biggest challenge is to increase employee utilization. If any of the vendors have specific recommendations on how to increase utilization we would welcome feedback.

**Question 8:**

Is there an incumbent currently providing these services?

**Answer 8:**

Yes, see Contract attached.

**Question 9:**

Are the services in this RFP continually needed, even beyond the term of the resulting contract, and therefore may be bid out again?

**Answer 9:**

Yes, we will always have a need for EAP services.

**Question 10:**

Section IV. Proposal Format and Content, B. Section 4. Project Staffing states, "Estimated person-hours of participation". Do you mean per week, month, or overall time spent with the client?

**Answer 10:**

This is for overall time spent with client. Basically a dedicated account representative that will be our point of contact and will be available when needed.

**Question 11:**

We show that VTA's overall agency goal is 19%, is said goal of 19% VTA's overall supplier diversity goal (DBE)?

**Answer 11:**

As of October 1, 2019, VTA's DBE Triennial Goal is 20%.

**Question 12:**

In the RFP response, is VTA seeking a good faith efforts to support the overall agency goal of 19%?

**Answer 12:**

There is no goal on this project; therefore no good faith efforts are required.

**Question 13:**

We show that VTA as a WMBE goal of 18% based on that in the RFP response, is VTA seeking good faith effort to support diversity initiatives in those two categories?

**Answer 13:**

Our MWBE program does not allow for an MWBE goal. Rather, the MWBE Program has an aspiration goal of 18%.

**Question 14:**

The supplier diversity team will make a good faith effort to solicit all eligible suppliers; does each category (SBE, WBE, DBE and MBE) need five potential suppliers?

**Answer 14:**

No, good faith effort is not required.

**Question 15:**

There is mention of a VTA's Business Diversity Programs website unfortunately that link is unavailable, can you provide another web link?

**Answer 15:**

<https://www.vta.org/business-center/business-diversity-programs>

**Question 16:**

Under VIII, Scope of Services assigning a dedicated Program Coordinator request- We assign a specialized Account Manager, however they will also have other accounts to manage so they are designated versus dedicated to VTA. Is this acceptable?

**Answer 16:**

Yes, we just request that we have a dedicated point of contact, not just a customer call center.

**Question 17:**

Scope of Work item #1 Can we exclude psychiatrists from the required provider panel as most EAPs do not have psychiatrists in their network as these are medical providers?

**Answer 17:**

Yes, this could be acceptable.

**Question 18:**

Scope of Services #3 Legal Consultation- Request included 30 minute face-to-face consultation; however, it appears you currently have a one hour benefit with current provider. Please confirm if the 30 minute consultation is what you are looking for in proposals?

**Answer 18:**

A 30 minute face-to-face consultation is the minimum requirement.

**Question 19:**

Scope of Services # 7, Location of Services: “Scheduled worksite locations”. Is the request for vendors to quote an onsite counselor? Please clarify, and if onsite counselor is requested please include number of hours per week for onsite counseling sessions.

**Answer 19:**

This would be for Critical Incident Responses (example – Grief Counselor), onsite is required, as part of the “Critical Incidental Stress Briefings” hours.

**Question 20:**

Does VTA currently have an onsite counselor in place today, and if so, for how many hours per week and what is the hourly rate paid? What is your current PEPM rate and what services are included in this rate (# of sessions, work/life, onsite hours, etc.)?

**Answer 20:**

VTA does not have an onsite counselor in place today. For more information, please see current contract attached.

**Question 21:**

How many onsite Seminar and CIR hours per year are included in your current EAP program rate?

**Answer 21:**

60 hours total – this includes seminars and Critical Incident Response.

**Question 22:**

How many onsite Seminar and CIR hours would you like included in the proposed PEPM fee?

**Answer 22:**

At a minimum 60 hours per year.

**Question 23:**

How many DOT SAP referrals have been performed in the last two years?

**Answer 23:**

None. We have a separate contract for substance abuse program.

**Question 24:**

We price DOT SAP evaluations on a fee per case basis; however case management is included in PEPM EAP fee. Is this approach acceptable?

**Answer 24:**

This is not applicable.

**Question 25:**

How many EAP cases were there in 2018? 2019?

**Answer 25:**

The utilization rate cases were 11.5% in 2018 and 7.2%, in 2019.

**Question 26:**

How many EAP face-to-face counseling sessions were completed in 2018? 2019?

**Answer 26:**

EAP face-to-face counseling sessions were 86 in 2018 and 66 in 2019.

**Question 27:**

How many work/life cases were there in 2018? 2019?

**Answer 27:**

We have 3 work/life cases in 2018 and 2019 combined.

**Question 28:**

How many training/topical seminar hours were used in 2018? 2019?

**Answer 28:**

VTA utilized 1 seminar hours in 2018 and 4 hour in 2019. We anticipate more seminars hours in the near future.

**Question 29:**

How many critical incident response/CIR/CISD hours were used in 2018? 2019?

**Answer 29:**

None were used.

**Question 30:**

How many other onsite hours (health fairs, onsite special events) were used in 2018? 2019?

**Answer 30:**

None were used in 2018 and 2019. However, VTA may anticipate on having a health fair in the Fall of 2020 and every year after.

**Question 31:**

There is mention of a VTA's Business Diversity Programs website unfortunately that link is unavailable, can you provide another web link?

**Answer 31:**

<https://www.vta.org/business-center/business-diversity-programs>

**Question 32:**

What has utilization been the last two years for counseling in number of cases by year?

**Answer 32:**

Utilization in 2018: telephone – 27; face to face – 86; televideo - 4

Utilization in 2019: telephone – 27; face to face – 66; televideo – 3

**Question 33:**

What has utilization been the last two years for Work/Life referrals number by year?

**Answer 33:**

Utilization for Work/Life referrals is 3 in 2018 and 1 in 2019.

**Question 34:**

Number of onsite hours for crisis support, education, etc. in the last two years?

**Answer 34:**

See questions 28 and 29.



AGREEMENT BETWEEN  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
AND  
AETNA RESOURCES FOR LIVING  
FOR  
EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES

CONTRACT NO. S13084

THIS AGREEMENT for Professional Services ("Agreement"), effective as of July 1, 2013 ("Effective Date") is entered into between the Santa Clara Valley Transportation Authority (*VTA*) and Aetna Resources for Living (CONTRACTOR) located at 7676 Hazard Centre Drive Suite 1100, San Diego, CA 92108 Phone No. (619) 610-3964 is as agreed to as follows:

1. **DEFINITIONS:** The following terms shall have the following meanings:
- 1.1. "Act" The Knox-Keene Health Care Service Plan Act of 1975, as amended (California Health and Safety Code Sections 1340 et seq.).
  - 1.2. "Benefits" The coverage's to which Members are entitled under this Agreement, and the services to be provided to *VTA* hereunder, which are set forth in Exhibit A, Scope of Services, to this Agreement.
  - 1.3. "Director" Director of the California Department of Managed Health Care.
  - 1.4. "EAP Provider" A licensed assessment and short-term counseling professional employed by, or under contract with CONTRACTOR to provide Benefits to Members.
  - 1.5. "Exclusion" Any provision of this Agreement whereby coverage for Benefits is entirely eliminated.
  - 1.6. "Evidence of Coverage" or "Combined Evidence of Coverage and Disclosure Form" The document issued to an employee of *VTA* which summarizes the essential terms of this Agreement.
  - 1.7. "VTA" The Santa Clara Valley Transportation Authority.
  - 1.8. "Limitation" Any provision of this Agreement which restricts Benefits, other than Exclusion.
  - 1.9. "Member" An employee of *VTA* and any person covered under the employee's health benefit plan or residing with the employee.
  - 1.10. "CONTRACTOR" Health and Human Resource Center, Inc., doing business as Aetna Resources for Living.





- 
- 1.11. "Regulations" Those regulations promulgated and officially adopted under the Act.
  - 1.12. "Service Area" Those areas of California in which CONTRACTOR is licensed to operate.
  - 1.13. "Periodic Fees" The monthly amounts due and payable to CONTRACTOR.
  2. **SERVICES TO BE PERFORMED:** CONTRACTOR shall furnish all technical and professional labor, and materials to satisfactorily perform the following services identified in Exhibit A, entitled "Scope of Services" which is attached hereto and incorporated herein.
  3. **TERM OF THE AGREEMENT:** The term of the Agreement shall commence upon the Effective Date and continue through completion on or before June 30, 2018.
  4. **COMPENSATION:** CONTRACTOR shall be paid for services performed hereunder in accordance with Exhibit B, entitled "Compensation, Invoicing and Payment," which exhibit is attached hereto and incorporated herein by this reference.  
  
Total Compensation for five years of services provided hereunder shall not exceed \$299,000.00
  5. **PERFORMANCE OF THE SERVICES:**
    - 5.1 CONTRACTOR represents that it is sufficiently experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services under this Agreement.
    - 5.2 CONTRACTOR shall perform the Services under this Agreement with that degree of skill and judgment normally exercised by firms performing services of a similar nature. In addition to other rights and remedies that VTA may have, VTA, at its option, may require CONTRACTOR
  6. **COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE:** VTA shall provide to VTA employees a copy of the "Combined Evidence of Coverage and Disclosure" a copy of which is attached hereto as Exhibit D and incorporated herein.
  7. **HIPPA COMPLIANCE:** Each party acknowledges that the use and disclosure of individually identifiable health information is limited by the Health Insurance Portability and Accountability Act of 1996 ["HIPAA"] and any current and future regulations promulgated thereunder, including the federal privacy regulations contained in 45 CFR Parts 160 and 164, the federal security standards contained in 45 CFR Part 160, 162 and 164 and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162, all collectively referred to herein as the "HIPAA Requirements." Each party agrees to comply with the



HIPAA Requirements to the extent applicable to such party and further agrees that it shall not use or further disclose Protected Health Information [as defined under the HIPAA Requirements] other than as permitted by the HIPAA Requirements. The parties further agree to execute such other agreements and understandings as may be necessary or required to satisfy all HIPAA Requirements applicable to this Agreement and the transactions contemplated hereby.

**8. GRIEVANCE PROCEDURE:**

- 8.1 Members are entitled to present grievances involving Benefits, CONTRACTOR and EAP Providers to CONTRACTOR and CONTRACTOR is obliged to seek to resolve such grievances in a timely fashion. CONTRACTOR has established a procedure for processing and resolving Member grievances. A copy of this procedure, and the form to be used to file a grievance, are available from CONTRACTOR and from all EAP Providers and EAP Provider locations.
- 8.2 A grievance is a written or oral expression of dissatisfaction regarding CONTRACTOR and/or an EAP Provider, including quality of care concerns, and includes a complaint, dispute, and request for reconsideration or appeal made by a Member or the Member's representative. A complaint is the same as a grievance. There is no discrimination by the CONTRACTOR against a Member for filing a grievance.
- 8.3 Members may file a grievance up to 365 calendar days following an incident or action that is the subject of the enrollee's dissatisfaction.
- 8.4 If a Member desires to register a grievance with CONTRACTOR concerning Benefits, he or she can either call CONTRACTOR at the toll-free telephone number 1-800-342-8111 to report the grievance, or to request a copy of the Aetna Resources for Living EAP Complaint Form, or write directly to Aetna Resources for Living EAP at 7676 Hazard Centre Drive, Suite 1100, San Diego, CA 92123. The Member must direct the telephone call or address the letter to the Director, Clinical Quality Improvement. CONTRACTOR shall acknowledge each grievance within five (5) days of receipt. The Director, Clinical Quality Improvement shall receive and investigate all Member grievances. The Director, Clinical Quality Improvement, shall respond to the Member in writing stating the disposition and the rationale within seventeen (17) days of receipt of the grievance. If the grievance is not resolved to the Member's satisfaction, the Member may request, within 10 days of notification of such disposition, a second level of review. The Medical Director shall review and respond to the request for a second level of review within seventy-two (72) hours of receipt.
- 8.5 If the grievance involves a delay, modification, or denial of service related to a clinically emergent or urgent situation, CONTRACTOR shall expedite the review and shall respond in writing to the Member within three (3) days from receipt of the



grievance. The Member need not participate in CONTRACTOR's grievance process before requesting a review by the California Department of Managed Care ("Department") in any case determined by the Department to be one involving an imminent and serious threat to the health of the patient, including severe pain, the potential loss of life, limb, or major bodily function, or in any case where the Department determines that an earlier review is warranted. The criteria for determining emergency situations are whether the Member is assessed to be at imminent risk to seriously harm himself or another person, or is so impaired in judgment as to destroy property or be unable to care for his own basic needs. The criteria for determining urgent situations are whether the Member is assessed to be significantly distressed, and is experiencing a reduced level of functioning due to more than a moderate impairment resulting in an inability to function in key family or work roles.

- 8.6 A Member, or the agent acting on behalf of the Member, may also request voluntary mediation with CONTRACTOR prior to submitting a grievance to the Department. The use of mediation services will not preclude the Member's right to submit a grievance to the Department upon completion of the mediation. To initiate mediation, the Member, or the agent acting on behalf of the Member, and CONTRACTOR shall voluntarily agree to mediation. Expenses for the mediation shall be borne equally by CONTRACTOR and Member. The Department shall have no administrative or enforcement responsibilities in connection with the voluntary mediation process. Mediations shall take place in San Diego, California unless otherwise agreed to by CONTRACTOR and Member.
- 8.7 Pursuant to Section 1365(b) of the Act, any Member who alleges his or her enrollment has been canceled or not renewed because of his or her health status or requirement for services may request review by the Department.
- 8.8 The California Department of Managed Health Care is responsible for regulating health care service plans. If a Member has a grievance against the health plan, Member should first telephone CONTRACTOR at (1-800-962-1306) and use CONTRACTOR's grievance process (or locate CONTRACTOR's grievance form EAP [www.integratedinsights.com](http://www.integratedinsights.com)) before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to Member. If a Member needs help with a grievance involving a emergency, a grievance that has not been satisfactorily resolved by CONTRACTOR, or a grievance that has remained unresolved for than (30) days, Member may call the Department for assistance. Member may also be eligible for an Independent Medical Review (IMR). If Member is 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. The CONTRACTOR's grievance process and the Department's complaint review process are in addition to any other dispute resolution procedures that may be available to Member, and Member's failure to use these processes does not preclude Member's use of any other remedy provided by law.

9. **NOTICE OF CERTAIN EVENTS:** CONTRACTOR shall give *VTA* written notice within a reasonable time of any termination or breach of contract by, or inability to perform of an EAP Provider, or any person with whom CONTRACTOR has a contract to provide Benefits hereunder.
10. **NOTICES TO MEMBERS:** *VTA* agrees to disseminate all notices regarding matters relating to the change in Benefits to Members within ten (10) days after the receipt of notice of such matters from CONTRACTOR. If notice from CONTRACTOR involves the cancellation or termination of, or decision not to renew this Agreement, *VTA* shall provide notice of such to Members promptly and shall provide CONTRACTOR with written evidence of such notification.
11. **ASSIGNMENT AND SUBCONTRACTS:**
  - 11.1 CONTRACTOR shall not assign or transfer this Agreement or any portion thereof without the prior written consent of *VTA* provided, however, that CONTRACTOR may assign its rights and obligations hereunder to an organization under common control or ownership or in connection with a merger or corporate reorganization.
  - 11.2 CONTRACTOR shall be fully responsible and liable for the services, products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all the provisions of this contract fully effective.
12. **CHANGES:** By written notice from *VTA*'s Authorized Representative, *VTA* may, from time to time, make changes within the general scope of this Agreement. If any such changes cause an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify *VTA* thereof and assert its claim for adjustment within ten days after the change is ordered, and an equitable adjustment shall be negotiated.
13. **INDEMNITY AND INSURANCE:** Indemnity and Insurance requirements are set forth in Exhibit C, entitled "Indemnity and Insurance Requirements" which is attached hereto and incorporated herein by this reference



---

**14. AUDIT AND RECORDS:**

14.1 CONTRACTOR shall maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data with respect to actual time devoted and costs incurred for Services under this Agreement. Such documentation shall be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges and sufficient to allow a proper audit of the Services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the

Services shall be clearly identified and readily accessible. All Contractors must keep detailed records of payments to all subcontractors, suppliers of materials, subconsultants and other businesses, including the ethnicity and gender on non-SBE/DBE subcontractors.

14.2 For the duration of the Agreement, and for a period of three years thereafter, *VTA*, its representatives and the state auditor shall have the right to examine and audit during CONTRACTOR normal business hours these books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Agreement.

14.3 When required to report indirect costs, CONTRACTOR shall report indirect costs in accordance with the cost principles contained in 48 CFR, Part 31, and follow the uniform administrative requirements set forth in 49 CFR, Part 18.

14.4 The provisions of this section shall be included in any subcontracts hereunder.

**15. *SMALL BUSINESS ENTERPRISES:*** In connection with its performance under this Agreement, although there is no specified goal, CONTRACTOR agrees to cooperate with *VTA* in meeting *VTA*'s overall goal of **17% annual utilization of Small Business Enterprises**. In this regard CONTRACTOR will use its best efforts to ensure that SBEs shall have an equitable opportunity to compete for subcontract work under this Agreement.

CONTRACTORS are required to submit quarterly SBE utilization reports electronically to the *VTA* Office of Small & Disadvantaged Businesses. These quarterly reports will document when payment to subcontractors was made, the dollar value of payments to SBE firms, and the percentage of the contract completed. *VTA* will monitor compliance with contract requirements for SBE firms.

Electronic submittal will be on a web-based system (B2Gnow), accessed from any computer via the internet at the following website: <https://vta.sbdbe.com>. Each CONTRACTOR and subcontractor will receive an email providing a Log-On identification, password and instruction on how to use the system. All lower-tier subcontractors and vendors will be required to provide or verify SBE utilization documentation.



At the conclusion of this agreement, CONTRACTOR will be required to electronically submit a final SBE Utilization Report by indicating a final audit where requested in the B2Gnow system. Contractor agrees to submit any and all required electronic reports to the Office of Small & Disadvantaged Businesses.

**16. PROHIBITED INTERESTS:**

- 16.1 Solicitation: CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, VTA shall have the right to rescind this Agreement without liability.
- 16.2 Interest of Public Officials: No Board Member, officer or employee of the VTA during his or her tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 16.3 Interest of the CONTRACTOR: The CONTRACTOR covenants that neither it nor its officers, directors or agents, presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed

**17. TERMINATION AND SUSPENSION:**

- 17.1 VTA may, by giving at least ten business days' written notice to CONTRACTOR, terminate this Agreement, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. CONTRACTOR shall be compensated in accordance with the terms of the Agreement for Services satisfactorily performed prior to the effective date and time of termination or suspension. CONTRACTOR shall have no right to recover lost profits on the balance of the contract work.
- 17.2 VTA, by written notice given to CONTRACTOR, may declare default in CONTRACTOR's performance of any term of this Agreement, specifying with particularity the basis for such default. CONTRACTOR shall deliver a response thereto in writing to VTA within two business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If CONTRACTOR fails to deliver the foregoing response on time or fails to cure the default within ten business days after receipt of the notice (or within such additional time the Parties may agree upon in writing, VTA may elect to terminate this Agreement for cause by serving written notice thereof to CONTRACTOR.



17.3 In the event of such termination for cause, *VTA* shall be relieved of any obligation of further payment to CONTRACTOR and may proceed with the work. The additional cost to *VTA* of completing the Services shall be deducted from any sum due the CONTRACTOR demand. The foregoing shall be in addition to any other legal or equitable remedies available to *VTA*.

17.4 If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of *VTA*.

18. **AUTHORIZED REPRESENTATIVES, NOTICES AND POINTS OF CONTACT:** The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Agreement, as set forth herein.

18.1 **AUTHORIZED REPRESENTATIVES:**

For *VTA*:  
Thomas B. Smith  
Purchasing & Materials Manager  
*VTA* – Contracts Office  
3331 North First Street, Building A  
San Jose, CA 95134

For CONTRACTOR:  
Peggy Wagner  
President  
Aetna Resources for Living  
7676 Hazard Centre Drive, Suite 1100  
San Diego, CA 92108

18.2 **NOTICES:** Notices shall be in writing and addressed to the Authorized Representatives above.

18.3 **POINTS OF CONTACT:** The Points of Contact listed below are authorized to communicate regarding contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

For *VTA*:  
Gina Cole, Contracts Administrator  
*VTA* – Contracts Office  
3331 North First Street, Building A  
San Jose, CA 95134  
Phone: (408)321-5648  
Email: [Gina.Cole@VTA.org](mailto:Gina.Cole@VTA.org)

For CONTRACTOR:  
Peggy Wagner, President  
Aetna Resources for Living  
7676 Hazard Centre Drive, Suite 1100  
San Diego, CA 92108  
Phone: (619) 610-3964  
Email: [peggy.wagner@rfl.com](mailto:peggy.wagner@rfl.com)

18.4 Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representatives or Points of Contact.



---

**19. GENERAL PROVISIONS**

- 19.1 **OWNERSHIP OF DATA:** All drawings, specifications, reports and other data developed by CONTRACTOR, its assigned employees or subcontractors pursuant to this Agreement shall become the property of *VTA* as prepared, whether delivered to *VTA* or not. Unless otherwise provided herein, all such data shall be delivered to *VTA* or its designee upon completion of the Agreement or at such other times as *VTA* or its designee may request.
- 19.2 **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** During performance of this Agreement CONTRACTOR, its employees and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40) or sexual orientation, and shall take affirmative action to assure that applicants are lawfully employed, and that employees are lawfully treated during their employment, without regard to their race, religion, creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40) or sexual orientation.
- 19.3 **CONFIDENTIALITY AND PUBLICITY:** Without the written consent of *VTA*, CONTRACTOR shall not disclose to third parties other than its employees or authorized subcontractors or disclose or use for any purpose other than performance of the Services any information provided to CONTRACTOR by *VTA* in connection with performance of this Agreement, or any information developed or obtained by CONTRACTOR in the performance of this Agreement, unless: (1) the information is known to CONTRACTOR prior to obtaining same from *VTA* or performing Services under this Agreement; (2) the information is at the time of disclosure by CONTRACTOR then in the public domain; or (3) the information is obtained by or from a third party who did not receive it, directly or indirectly, from *VTA* and who has no obligation of confidentiality with respect thereto.
- 19.4 **NONWAIVER:** Failure of *VTA* to insist upon strict performance of any terms or conditions of this Agreement or failure or delay in exercising any rights or remedies provided herein by law or its failure to properly notify CONTRACTOR in the event of breach or its acceptance of or payment for any Services hereunder shall not release CONTRACTOR from the representations or obligations of this Agreement and shall not be deemed a waiver of any right of *VTA* to insist upon strict performance hereof or any of its rights or remedies hereunder.





- 
- 19.5 **SEVERABILITY:** If any of the provisions or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, *VTA* and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.
- 19.6 **INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor and not the agent or employee of *VTA* in performing its Services under this Agreement.
- 19.7 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between *VTA* and CONTRACTOR relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written.
- 19.8 **AMENDMENT:** Except as expressly provided herein, the provisions of this Agreement shall not be altered, modified or amended except through the execution of a written amendment executed by *VTA* and CONTRACTOR.
- 19.10 **COMPLIANCE WITH APPLICABLE LAW:** In the performance of Services hereunder, CONTRACTOR and its subcontractors, shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
- 19.11 **CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 19.12 **HEADINGS:** The headings of the Articles and Sections of this Agreement are for information purposes only and shall not limit or otherwise restrict the meaning of any provision of this Agreement
- 19.13 **DOCUMENTS AND WRITTEN REPORTS.** In accordance with Government Code § 7550 *Preparation by nonemployees of state or local agency; content and disclosure requirements:* If CONTRACTOR prepares any documents or written reports pursuant to the scope of work under this Agreement for Services, for which the total cost of preparation exceeds \$5,000, such documents or written reports shall contain a separate section that contains the numbers and dollar amounts of all contracts and subcontracts relating to their preparation.



IN WITNESS WHEREOF, *VTA* and CONTRACTOR have executed this Agreement as of the day and year written below.

*Santa Clara Valley  
Transportation Authority*

*Aetna Resources for Living*

By: Michael T. Burns  
Michael T. Burns  
General Manager

By: Peggy Wagner  
Peggy Wagner  
President

Date: 6/28/13

Date: 7/1/13

**APPROVALS:**

By: Thomas B. Smith 6/21/13  
Thomas B. Smith  
Purchasing and Materials Manager

Reviewed by Contracts: TP



---

EXHIBIT A  
SCOPE OF SERVICES

CONTRACTOR shall assign a Program Coordinator to the Agreement, subject to the approval of *VTA*, who shall be the primary contact with the *VTA* Project Manager, or designee, and shall coordinate the furnishing of all specified services.

Services to be performed shall consist of those requested by the *VTA* Project Manager, or designee, including the following:

A. Assessment and Short-Term Counseling

Provide assessment, crisis intervention, short-term counseling, referrals for longer-term treatment and referral follow-up for *VTA* employees and their eligible dependents, who may be experiencing personal, medical, behavioral, family, marital, financial, or other emotional problems.

Short-term counseling (five sessions per eligible enrollee, per problem, per year) and referrals for longer-term treatment shall include, but not be limited to:

1. Individual and group counseling for:

- Marriage, divorce, and parenting issues
- conflict resolution
- grief and loss
- pregnancy
- chemical dependency
- workplace effectiveness
- communicating effectively
- depression
- legal questions
- drug and alcohol problems

Each session shall be a minimum of one counseling hour (50 minutes) in duration.

Fees for short-term counseling shall be paid by *VTA*. Counseling sessions exceeding five shall become the financial responsibility of the employee, unless other written arrangements are made between Contractor and *VTA*.

CONTRACTOR shall work with the employee's health insurance provider to coordinate any additional coverage and case management once EAP benefits are exhausted.

All direct costs of any substance abuse counseling or rehabilitation, over and above those covered by the EAP and the employee's medical insurance provider, is the responsibility of the employee.



---

CONTRACTOR shall structure and maintain a provider network (panel) of treatment referral sources at negotiated, discounted rates. The provider panel shall include, but not be limited to: licensed psychotherapists, including psychiatrists; psychologists; clinical social workers; marriage, family, and child counselors; and debt counselors. In addition, community referral resources and other low-fee options for treatment of work or lifestyle related issues shall be made available to employees and their eligible dependents.

Specialty professionals such as critical incident psychologists, chemical dependence, career, credit, pregnancy and other specialty counselors shall be included in the network.

CONTRACTOR must offer a 24-hour toll-free telephone hotline staffed by appropriate personnel, for employees and eligible dependents to obtain needed services or information.

CONTRACTOR shall furnish all brochures, posters and flyers. Brochures shall be customized with *VTA's* logo.

## 2. Financial and Credit Counseling Referrals

Referrals for consultations shall not be charged against the five visits.

## 3. Legal Consultation

Unlimited legal telephone consultations shall be provided. Face to face consultations shall be free for the first ½ hour to the employee. The employee shall receive a 25% discount on fees for additional visits.

## B. Training and Consultation Services

CONTRACTOR shall include 20 hours of training, 20 hours orientation and 20 hours critical incident stress debriefing in the per employee rate (monthly basis). CONTRACTOR shall include an hourly rate for training, orientation and critical incident stress debriefing above 20 hours (hourlybasis).



---

### 1. Orientation

CONTRACTOR shall offer a training program to orient *VTA* employees in the purpose, scope, nature, and use of the services furnished with this Agreement by means of written materials and training sessions, including briefings and audio-visual materials, as needed.

### 2. Training

Upon request of the Project Manager, CONTRACTOR shall provide employee educational/training sessions on relevant workplace topics.

Annually the CONTRACTOR shall provide a list of available training courses. The list should include 1 hour brownbag courses.

CONTRACTOR shall offer a program to train *VTA* management and supervisory staff to effectively utilize program resources, as needed.

### 3. Consultation Services

Upon request of the *VTA* Project Manager or designee, CONTRACTOR shall provide consultation services for all matters related to the EAP, including:

- Implementation and integration of *VTA* policies and procedures related to these programs
- Development and drafting of management, supervisory, and employee educational and training materials
- Consultation with management and supervision regarding individual employee performance issues and specific personnel actions
- Consultation with the Project Manager, or designee, as well as other medical providers concerning individual participants in the EAP, only if written authorization has been received from the employee.

### 4. Critical Incident Stress Debriefing (CISD)/Trauma Response

CONTRACTOR shall develop a specialized panel of trained, certified clinicians to provide on-site critical incident debriefing and trauma response counseling following crisis or tragedy. Such services shall be available 24 hours per day, seven days per week.



---

Following a traumatic event such as the death of an employee or a patron, debriefing may be required for groups or individually affected employees at various work sites throughout *VTA*. These sessions shall provide information and education about trauma response and the opportunity for employees to discuss reactions to the event. Clinicians must have specialized critical incident training. The debriefing sessions shall be prearranged with the Project Manager, according to time of day, length of time, availability, and locations of designated work sites within *VTA*. It is estimated that such services will be requested less than five times annually.

Individual employees exposed to critical incidents or severe work related stress will be referred (by management) for trauma response counseling. Clinicians authorized to provide such services shall be limited to those qualified to submit invoices to *VTA's* Workers' Compensation program and must be familiar with requirements under that system, since fees for individual trauma counseling services will be paid through *VTA's* Workers Compensation program.

#### 5. Reporting and Administrative Services

CONTRACTOR shall collect and maintain utilization information and shall develop and present quarterly reports, subject to the approval of the Project Manager, or designee. Reports shall include utilization information and recommendations for improvement of program effectiveness. The reports shall be formatted to *VTA's* Fiscal Year calendar.

#### C. Confidentiality/Legal Compliance

##### 1. Confidentiality Requirements

CONTRACTOR shall maintain confidentiality concerning medical information generated or collected. Disclosure of medical information shall be in accordance with all applicable state and federal laws and regulations, including those related to confidentiality of medical records, patient consent to release of information, psychotherapist privilege, and drug and alcohol program records.

Clinicians providing trauma response services under *VTA's* program shall be knowledgeable in the issues relating to the release of information under Workers' Compensation laws and regulations. CONTRACTOR shall release information in accordance with signed patient authorizations for disclosure of medical information and/or as prescribed under Workers' Compensation laws.

##### 2. Legal/Licensure Adherence

CONTRACTOR shall monitor state and federal law and licensure requirements concerning Employee Assistance Program Services, shall fully comply with all state and federal statutes, and shall make recommendations to *VTA* regarding compliance with state and federal laws, as necessary.



---

#### D. Location of Services

CONTRACTOR shall perform services at the following locations, as required by the *VTA* Project Manager or designee:

- Office visits at provider offices or facilities
- Scheduled work site locations
- 24-hour crisis intervention on-site and telephone availability

#### E. Additional Services included in Per Employee per (PEPM) rate

##### 1. Work/Life Reference and Referral

This service provides 24-hour a day, seven days a week access to counselors trained to assist members with Work/Life issues such as childcare, home health care, nursing homes, residential care, schools, colleges, health clubs, veterinarians and pet services. Up to 5 referrals in 24-48 hours and more as requested.

A Pool of sixty hours (60) of onsite services that can be used for orientations, trainings and Critical Incident Stress Debriefings (CISDs)



EXHIBIT B  
COMPENSATION, INVOICE and PAYMENT

**I. COMPENSATION.** For the satisfactory performance and completion of its obligation under this Agreement, *VTA* shall pay CONTRACTOR in accordance with the provisions in Table 1 below, and subject to the contract limits of \$299,000.00 over a five-year period. The stated amount shall include CONTRACTOR's total direct labor, indirect labor, overhead and profit.

A. CONTRACTOR shall be compensated and reimbursed by *VTA* on the basis of invoices submitted each month for services performed during the preceding month. The monthly service charge for services as identified in Table 1 below is calculated by multiplying the number of employees, eligible for such service by the PEPM rate.

Labor	Fixed Price Per Year
Year 1 Cost Per Employee	\$1.79 PEPM @ 1,946 employees
Year 2 Cost Per Employee	\$1.84 PEPM @ 2,000 employees
Year 3 Cost Per Employee	\$1.84 PEPM @ 2,000 employees
Year 4 Cost Per Employee	\$1.84 PEPM @ 2,000 employees
Year 5 Cost Per Employee	\$1.95 PEPM @ 2,000 employees
Fee for Service	Rates
Additional Workplace Training – Employee Orientation, Manager Training and Workplace Seminars	\$895.00 per full day/\$495.00 per half day \$275.00 per hour (plus travel and expenses, if applicable)
Critical Incident Stress Briefings	\$325.00/hour/clinician(plus travel, if applicable)

**II. INVOICING**

A. *VTA* shall process invoices as follows: *VTA* Risk Management Department shall provide CONTRACTOR the employee count for the previous month no later than the 10<sup>th</sup> of each month. Based on the employee count, the CONTRACTOR shall then e-mail the monthly invoice to the Risk Management Department, [nicolette.cockerill@vta.org](mailto:nicolette.cockerill@vta.org) and [steve.keller@vta.org](mailto:steve.keller@vta.org). The Risk Management Department will approve the invoice for payment and forward it to *VTA*'s Accounts Payable Department for processing.

B. If *VTA* contests any portion of an invoice, *VTA* shall hold that portion for resolution, but shall process the uncontested balance for payment. *VTA* may, at any time, conduct an audit of any and all records kept by CONTRACTOR for the Services. Any overpayment uncovered in such an audit may be charged against the CONTRACTOR's future invoices.

**III. PROMPT PAYMENT.** Payment will be made to CONTRACTOR within 30 days after receipt by *VTA* of proper invoice. CONTRACTOR shall pay subcontractors for satisfactory performance of Services performed under this Agreement within 15 days of receipt of payment by *VTA* for such services.





---

## EXHIBIT C

### INDEMNITY and INSURANCE REQUIREMENTS

#### I. INDEMNITY

The Contractor shall indemnify, defend, and hold harmless Santa Clara Valley Transportation Authority (hereinafter “VTA”), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the negligent performance of this Agreement by Contractor and/or its agents or employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of VTA personnel.

#### II. INSURANCE

Without limiting the Contractor’s indemnification of VTA, the Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance shall be included in the Contractor’s bid.

##### A. Liability and Worker’s Compensation Insurance

###### 1. Minimum Scope of Coverage

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (“occurrence” form CG 0001). Liability insurance written on a “claims made” basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage form number CA 0001 covering Automobile Liability, code 1 “any auto”.
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employers Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor’s services under this Agreement. This coverage shall be maintained for a minimum of two (2) years following completion of this Agreement. This coverage may be written on a “claims made” basis, if so, please see special provisions in Section B.

###### 2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:



- a. General Liability \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits and Employers Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim.

### **3. Self-Insured Retention**

Any self-insured retention in excess of \$10,000 must be declared to and approved by *VTA*. To apply for approval for a level of retention in excess of \$10,000 the proposer/bidder must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of *VTA*, either: the insurer shall reduce or eliminate such self-insured retention as respects *VTA*, its officers, officials, employees and volunteers; or the propose/bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **B. Claims Made Provisions**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly state so. In addition to all other coverage requirements, such policy shall provide that:

1. The policy must be in effect as of the date of this Agreement and the retroactive date shall be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, the Contractor shall obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision shall be of at least two (2) years.
3. No prior acts exclusion to which coverage is subject that predates the date of this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.



---

### **C. Other Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability**

- a. *VTA*, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including *VTA*'s general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to *VTA*, its officers, officials, employees, or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects *VTA*, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by *VTA*, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to *VTA*, its officers, officials, employees, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### **2. Workers' Compensation and Employers Liability**

The insurer shall agree to waive all rights of subrogation against *VTA*, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for *VTA*.

### **D. Acceptability of Insurers**

Insurance and bonds are to be placed with insurers with a Best's rating of no less than B+:VIII, unless specific prior written approval has been granted by *VTA*.

### **E. Certificates of Insurance**

Contractor shall furnish *VTA* with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates will be issued on a standard ACORD Form or something substantially similar thereto.



---

The certificates will (1) identify the underwriters, the types of insurance, the insurance limits and the policy term, (2) specifically list the provisions enumerated for such insurance in Sections B and C. above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority  
Contracts Department  
3331 North First Street  
San Jose, CA 95134-1927

All certificates are to be received and approved by *VTA* before work commences. *VTA* reserves the rights to require complete, certified copies of all required insurance policies, at any time.

Should any of the Insurance policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions but in no event less than 10 days prior to cancellation. CONTRACTOR shall provide notice to *VTA* at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

### **III. MAINTENANCE OF INSURANCE**

If Contractor fails to maintain such insurance as is called for herein, *VTA*, at its option, may suspend payment for work performed and/or may order the Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect.



**EXHIBIT D**

**COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM**

**TABLE OF CONTENTS**

**I. DEFINITIONS .....25**

**II. HOW TO OBTAIN BENEFITS .....26**

**III. EMERGENCY SERVICES .....27**

**IV. CRISIS INTERVENTION .....27**

**V. PERIODIC FEES.....27**

**VI. OTHER CHARGES .....27**

**VII. PREPAYMENT OF FEES.....28**

**VIII. CHOICE OF EAP PROVIDERS .....28**

**IX. FACILITIES .....28**

**X. LIABILITY OF AETNA RESOURCES FOR LIVING EAP MEMBERS.....28**

    A. LIABILITY OF AETNA RESOURCES FOR LIVING EAP .....28

    B. LIABILITY OF MEMBERS .....28

    C. MEMBER LIABILITY TO NON-EAP PROVIDERS .....28

**XI. PROVIDER COMPENSATION .....28**

**XII. SECOND OPINION POLICY .....29**

**XIII. ELIGIBILITY/ENROLLMENT/EFFECTIVE DATE OF COVERAGE .....29**

**XIV. TERMINATION OF BENEFITS.....30**

    A. CANCELLATION OF *VTA* CONTRACT FOR NONPAYMENT OF PREMIUMS.....30

    B. REINSTATEMENT OF THE CONTRACT AFTER CANCELLATION .....30

    C. MEMBER TERMINATION FOR NON-ELIGIBILITY .....30

    D. TERMINATION FOR GOOD CAUSE.....31

**XV. CONTINUITY OF CARE.....31**

    A. NEW MEMBERS.....31

        1) *Eligibility*.....32

        2) *Access*.....32

    B. TERMINATED EAP PROVIDERS .....32

**XVI. CONTINUATION OF GROUP COVERAGE .....33**



---

A. COBRA CONTINUATION OF COVERAGE.....	33
B. CAL-COBRA CONTINUATION OF COVERAGE.....	33
1) <i>Eligibility for Cal-COBRA Continuation Coverage</i> .....	33
2) <i>Notification of Qualifying Events</i> .....	35
3) <i>Cal-COBRA Enrollment and Premium Information</i> .....	35
4) <i>Termination of Cal-COBRA Continuation Coverage</i> .....	35
<b>XVII. COMPLAINT AND GRIEVANCE PROCEDURE .....</b>	<b>36</b>
<b>XVIII. MISCELLANEOUS .....</b>	<b>38</b>
A. CONFIDENTIALITY POLICY .....	38
B. MEMBER CONSENT .....	38
C. AETNA RESOURCES FOR LIVING EAP POLICIES .....	38
D. AETNA RESOURCES FOR LIVING EAP-PUBLIC POLICY COMMITTEE .....	38
E. IMPORTANT INFORMATION ABOUT ORGAN AND TISSUE DONATIONS.....	39
<b>ATTACHMENT A-SCHEDULE OF BENEFITS, LIMITATIONS, AND EXCLUSIONS.</b>	<b>40</b>
A. BENEFITS. ....	40
B. LIMITATIONS.....	40
C. EXCLUSIONS. ....	40
<b>ATTACHMENT B - COMPARISON OF BENEFITS .....</b>	<b>42</b>



---

**AETNA RESOURCES FOR LIVING**  
7676 Hazard Centre Drive, Suite 1100  
San Diego, CA 92108  
1-800-342-8111

**EMPLOYEE ASSISTANCE PROGRAM**

**COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM**

The Employee Assistance Program (EAP) is being offered by *VTA* to provide you with confidential assistance from licensed mental health professionals. These professionals can help with problems affecting your life at work as well as at home. Such problems include marital issues, family relationships, depression and anxiety, alcohol and drug issues, and/or problems within the workplace.

The EAP counselors will conduct a thorough assessment of your problem and together with you will decide on an action plan that will either resolve the issue within the EAP sessions or will refer you to appropriate providers and/or community resources that have been reviewed by the EAP. Your involvement with the EAP counselor will be at no cost to you.

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the health plan. The EAP Services Agreement must be consulted to determine the exact terms and conditions of coverage. A copy of the agreement will be furnished on request and is available from your employer.

This Combined Evidence of Coverage and Disclosure Form discloses the terms and conditions of coverage. It also provides you with important information on how to obtain Benefits and the circumstances under which Benefits will be provided to you. **PLEASE READ IT CAREFULLY.** Individuals with special health care needs should read carefully those sections that apply to them.

Keep this publication in a safe place where you can easily refer to it when you are in need of Benefits.

Contact Aetna Resources for Living EAP-at 1-800-342-8111 to receive additional information about Benefits.

Enclosed as Attachment B is Aetna Resources for Living EAP-matrix of covered services.



---

## I. DEFINITIONS

The following terms have the following meanings for purposes of this Combined Evidence of Coverage and Disclosure Form.

- A. "Act" means the Knox-Keene Health Care Service Plan Act of 1975, as amended (California Health and Safety Code, Sections 1340 et seq.).
- B. "Benefits" means the services to which Members are entitled under an EAP Services Agreement, and which are described in Attachment A, to this Combined Evidence of Coverage and Disclosure Form.
- C. "EAP Provider" means the licensed assessment and short-term counseling mental health professionals employed by, or under contract with, Aetna Resources for Living EAP-to provide Benefits to Members.
- D. "EAP Services Agreement" means the Employee Assistance Program (EAP) Services Agreement between Aetna Resources for Living EAP and *VTA*, which establishes the terms and conditions governing the provision of Benefits to Members by Aetna Resources for Living EAP.
- E. "Exclusion" means any provision of an EAP Services Agreement whereby coverage for Benefits is entirely eliminated, and which is set forth in Exhibit D, to this Agreement.
- F. "VTA" means the company that has entered into an EAP Services Agreement with Aetna Resources for Living EAP-for Aetna Resources for Living EAP to provide Benefits to Members.
- G. "Aetna Resources for Living EAP" means Health and Human Resource Center, Inc., doing business as Aetna Resources for Living EAP.
- H. "Limitation" means any provision of an EAP Services Agreement, other than an Exclusion, which restricts Benefits, and which is set forth in Exhibit A to this Combined Evidence of Coverage and Disclosure Form.
- I. "Member" means an Enrollee covered by *VTA*, as defined below, and any person covered under Enrollee's health benefit plan or residing with the Enrollee within the CONTRACTOR's service area.
- J. "Enrollee" means any employee of *VTA* who (1) resides in California and (2) may be covered under the Act.
- K. "Periodic Fees" means the monthly amounts due and payable to Aetna Resources for Living EAP by *VTA* for providing Benefits to Members.





- 
- L. “Emergency Services” means medically necessary transport using the 911 system or medical screening, examination and evaluation by a physician to determine if an emergency medical condition or psychiatric emergency medical condition exists.
- M. “Crisis Intervention” means assessment and problem solving in situations which you feel require immediate attention. Crisis intervention is available 24 hours per day, 7 days a week by telephone, and face to face by appointment. To access, call 1-800-342-8111.
- N. “Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected by the Member to result in any of the following:
- Placing the Member’s health in serious jeopardy;
  - Serious impairment to bodily functions;
  - Serious dysfunction of any bodily organ or part; or
  - Active labor, meaning labor at a time that either of the following would occur
    - 1) There is inadequate time to effect safe transfer to another hospital prior to delivery; or
    - 2) A transfer poses a threat to the health and safety of the Member or unborn child.

## II. HOW TO OBTAIN BENEFITS

Unless otherwise provided herein, you are entitled to Benefits from an EAP Provider. You must obtain Benefits by calling 1-800-342-8111. Upon contact, Aetna Resources for Living EAP will determine your eligibility for Benefits and arrange for Benefits.

All Benefits must be provided by Aetna Resources for Living EAP or by an EAP Provider referred to by Aetna Resources for Living EAP. Local and toll-free telephone numbers are available to access Benefits. Appointments with EAP Providers are readily available and, depending on your desire for a particular time and location, most appointments are offered within forty-eight (48) hours of contact.

Aetna Resources for Living EAP does not directly provide specialty services beyond assessment, brief counseling and/or referral. Aetna Resources for Living EAP role in the referral process is to function as an advocate for you to obtain necessary and appropriate levels of care; usually under your group health plan. Your EAP Provider will assist you in securing potential referral resources.

During or after business hours, any Member may access a licensed mental health professional for a telephone assessment. The telephone assessor may provide crisis intervention over the telephone, arrange a same-day appointment with an EAP Provider in your area, or assist you in obtaining more intensive, acute care services.



---

### **III. EMERGENCY SERVICES**

Emergency services are medically necessary ambulance and ambulance transport services provided through the 911 emergency response system and medical screening, examination, and evaluation by a physician, or other personnel, to the extent provided by law, to determine if an Emergency Medical Condition or psychiatric emergency medical condition exists; and, if it does, the care, treatment, and/or surgery by a physician necessary to relieve or eliminate the Emergency Medical Condition or psychiatric emergency medical condition within the capabilities of the facility.

#### **What to Do When You Require Emergency Services**

If you believe that you need Emergency Services, you should call 911 or go to the nearest emergency medical facility for treatment. The CONTRACTOR does not cover emergency medical services.

It is appropriate for you to use the 911 emergency response system, or alternative emergency system in your area, for assistance in an emergency situation described above when ambulance transport services are required and you reasonably believe that your condition is immediate and serious and requires emergency ambulance transport services to transport you to an appropriate facility

### **IV. CRISIS INTERVENTION**

If you need crisis intervention or problem solving, call Aetna Resources for Living EAP at 1-800-342-8111. Aetna Resources for Living EAP provides crisis intervention both during and after business hours at this number. A member who is currently outside the CONTRACTOR service area and requires this service can call 1-800-342-8111. Members can obtain care if they are temporarily outside of the CONTRACTOR service area. Members can also be scheduled for an appointment on an urgent basis following assessment by a licensed clinician over the telephone

### **V. PERIODIC FEES**

Aetna Resources for Living EAP bills *VTA* for Periodic Fees and *VTA* remits such fees to Aetna Resources for Living EAP each month during the term of the EAP Services Agreement for Members entitled to receive Benefits during such month. There are no co-payments, deductibles, or charges to you for Benefits.

### **VI. OTHER CHARGES**

The CONTRACTOR will bill *VTA* for additional services or benefits provided under the Agreement.

### **VII. PREPAYMENT OF FEES**



The Member does not pay co-payments, deductibles, or fees for the CONTRACTOR. All fees are paid by *VTA*, except that Member shall pay for the services of EAP Providers and others to whom the Member is referred, when the services exceed those offered under the EAP Services Agreement between *VTA* and CONTRACTOR.

## **VIII. CHOICE OF EAP PROVIDERS**

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS BENEFITS MAY BE OBTAINED: You will be referred to an EAP Provider in accordance with your clinical, appointment time, and location needs. You should call Aetna Resources for Living EAP at 1-800-342-8111 to determine the names and locations of EAP Providers.

EAP contracted providers include licensed psychologists, licensed clinical social workers, and licensed marriage and family therapists. Psychiatrists are not provided through the EAP. Members are given names of contracted providers in their area with knowledge in the problem area that is indicated. You may also request a list of providers, and this will be provided for the geographic area, customized by specialty, if you prefer.

## **IX. FACILITIES**

The location of Providers is obtained by calling Aetna Resources for Living EAP at 1-800-342-8111. If you prefer, a customized list of providers will be provided upon request. This is arranged by zip code in the area specialty that you request.

## **X. LIABILITY OF AETNA RESOURCES FOR LIVING EAP MEMBERS**

### **A. Liability of Aetna Resources for Living EAP**

In the event Aetna Resources for Living EAP fails to pay EAP Providers for Benefits provided to you, you shall not be liable to EAP Providers for any sums owed by Aetna Resources for Living EAP.

### **B. Liability of Members**

It is not contemplated that Members would make payment to CONTRACTOR providers for benefits. If this has occurred, the Member may contact the CONTRACTOR at 1-800-342-8111 to be reimbursed. There is no restriction on assignment of sums payable to the Member by the health plan

### **C. Member Liability to Non-EAP Providers**

You may be liable to non-EAP Providers for the cost of services rendered when such services are not authorized or referred by Aetna Resources for Living EAP.

## **XI. PROVIDER COMPENSATION**

Aetna Resources for Living EAP compensates EAP Providers through an agreement by which



they are paid a fixed amount of money based on hours worked, number of Members seen, or number of sessions provided. Providers are compensated within thirty (30) days of claim receipt.

Aetna Resources for Living EAP does not distribute financial bonuses or use any other incentive program to compensate its EAP Providers other than the methods of compensation defined above.

Members may request further information about Aetna Resources for Living EAP Provider reimbursement policies and procedures by contacting Aetna Resources for Living EAP Manager, Provider Relations, at 1-800-342-8111 or the Member's EAP Provider.

## **XII. SECOND OPINION POLICY**

You may request a second opinion regarding both treatment recommended by the treating EAP Provider and treatment desired by you. Aetna Resources for Living EAP will authorize second opinions where the second opinion is consistent with professionally recognized standards of practice. The second opinion request will not result in a change in what is and is not a Benefit as described in the EAP Services Agreement and this Combined Evidence of Coverage and Disclosure Form. Aetna Resources for Living EAP may deny coverage for second opinion requests for services not listed as Benefits in the EAP Services Agreement and this Combined Evidence of Coverage and Disclosure Form. If Aetna Resources for Living EAP denies such a request, you will bear the financial responsibility for any self-directed second opinion. There will be no cost to you if the second opinion is received from an EAP Provider under contract with the CONTRACTOR. If you request a second opinion from a provider not under contract with Aetna Resources for Living EAP, you must provide an explanation as to why an EAP Provider cannot render such an opinion. The Aetna Resources for Living EAP Medical Director shall review the request to determine whether there is an EAP Provider qualified to render a second opinion.

Requests for second opinions may be made by contacting the Director, Clinical Quality Improvement at (1-800-342-8111) or in writing to 7676 Hazard Centre Drive, Suite 1100, San Diego, CA 92108. All requests for second opinions shall be processed and approved or disapproved by Aetna Resources for Living EAP within five (5) business days of receipt. Requests related to urgent care or crisis intervention shall be processed and approved or disapproved within forty-eight (48) hours of receipt.

## **XIII. ELIGIBILITY / ENROLLMENT / EFFECTIVE DATE OF COVERAGE**

All Enrollees identified by *VTA* prior to the effective date of the EAP Services Agreement and all persons covered under the identified Enrollee's health benefit plan or residing with the identified Enrollee shall be entitled to Benefits as of such effective date. *VTA* shall be responsible for notifying Aetna Resources for Living EAP of any Enrollee who becomes newly eligible after the effective date of the EAP Services Agreement. Aetna Resources for Living EAP shall rely upon the determination by *VTA* as to which Enrollees are eligible for Benefits under the EAP Services Agreement. Any disputes or inquiries regarding eligibility,



including rights regarding renewal, reinstatement and the like, shall be referred by Aetna Resources for Living EAP to *VTA*, which shall then advise Aetna Resources for Living EAP of its determination with respect to the matter.

#### **XIV. TERMINATION OF BENEFITS**

Usually, your enrollment in the Plan terminates when the Subscriber or enrolled Family Member is no longer eligible for coverage under the employer's EAP Plan. In most instances, *VTA* determines the date in which coverage will terminate. Coverage can be terminated, however, because of other circumstances as well, which are described below.

##### **A. Cancellation of *VTA* Contract for Nonpayment of Premiums**

Continuing coverage under this EAP Plan is subject to the terms and conditions of *VTA*'s Subscriber Agreement with the CONTRACTOR. If *VTA* Agreement is cancelled because *VTA* failed to pay the required premiums when due, then coverage for you and all your dependents will end 15 days after *VTA* mails you the Notice Confirming Termination of Coverage.

The CONTRACTOR will mail *VTA* a notice at least 30 days before any cancellation of coverage. This Prospective Notice of Cancellation will provide information to *VTA* regarding the consequences of *VTA*'s failure to pay the premiums due within 15 days of the date the notice was mailed.

If payment is not received from *VTA* within 15 days of the date the Prospective Notice of Cancellation is mailed, the CONTRACTOR will mail *VTA* a Notice Confirming Termination of Coverage, which *VTA* will then forward to you. This notice will provide you with the following information:

- 1) That *VTA* Contract has been cancelled for non-payment of premiums;
- 2) The specific date and time when *VTA* coverage ends, which will be no sooner than 15 days after the Notice Confirming Termination of Coverage is mailed to you.

##### **B. Reinstatement of the Contract after Cancellation**

If *VTA* Agreement is cancelled for *VTA*'s nonpayment of premiums, then the CONTRACTOR will permit reinstatement of *VTA* Agreement if *VTA* pays the amounts owed within 60 days of the date of the Notice Confirming Termination is mailed to *VTA*. CONTRACTOR shall continue to provide Benefits to members until expiration of the 60 day period and shall not charge Members for services rendering during such period.

##### **C. Member Termination for Non-Eligibility**

In addition to terminating *VTA* Subscriber Agreement, the CONTRACTOR may terminate a Member's coverage for any of the following reasons:

- The Member no longer meets the eligibility requirements established by *VTA* and/or CONTRACTOR;



- The Member lives or works outside the CONTRACTOR Service Area and does not work inside the CONTRACTOR Service Area (except for a child who is covered as a dependent).

Ending Coverage – Special Circumstances for Enrolled Family Members.

Enrolled Family Members terminate on the same date of termination as the Subscriber. If there is a divorce, the Spouse loses eligibility at the end of the month in which a final judgment or decree of dissolution of marriage is entered. Dependent children lose their eligibility if they marry or reach the Limiting Age established by the employer and do not qualify for extended coverage as a student dependent or as a disabled dependent.

D. Termination for Good Cause

The CONTRACTOR has the right to terminate your coverage under this EAP Plan in the following situations:

- Fraud or Misrepresentation. Your coverage may be terminated if you knowingly provide false information (or misrepresent a meaningful fact) on your enrollment form or fraudulently or deceptively use services or facilities of the CONTRACTOR, its Participating Providers (or knowingly allow another person to do the same). Termination is effective immediately on the date the CONTRACTOR mails the Notice of Termination, unless the CONTRACTOR has specified a later date in that notice.

If coverage is terminated for any of the above reasons, you forfeit all rights to enroll in the COBRA Plan.

Under no circumstances will a Member be terminated due to health status or the need for EAP Services. Any Member who believes his or her enrollment has been terminated due to the Member's health status or requirements for EAP Services may request a review of the termination by the California Department of Managed Health Care. For more information, contact our Customer Service Department.

NOTE: If *VTA* Subscriber Agreement is terminated by the CONTRACTOR, reinstatement with the CONTRACTOR is subject to all terms and conditions of *VTA* Subscriber Agreement between the CONTRACTOR and *VTA*.

## XV. CONTINUITY OF CARE

A. New Members

1) Eligibility

Any newly covered Member with an acute, serious, chronic, or other mental health condition who has been receiving services from a licensed mental health provider who is not on the Aetna Resources for Living EAP panel is eligible for continuation of care. This does not include the services of psychiatrists, as the EAP benefit does not include psychiatric care. If you are newly covered under the EAP, you will be offered the



option of continued care with your non-plan provider through the EAP. The Manager of Provider Relations or the Director of Clinical Services will review all requests for continued care with a non-plan provider. Consideration will be given to the potential clinical effect that a change of provider would have on your treatment for the condition. Notification of the referral acceptance is by telephone and a referral confirmation to the provider. If the provider declines to provide services, you will be notified in writing

2) Access

You may access the services of the provider by calling Aetna Resources for Living EAP and indicating to the Intake person that you have an ongoing client-patient relationship with the Provider. You then should ask the Provider to call and provide information to Provider Relations to be added to the panel for you. The non-plan provider must agree to continue until one of the following occurs:

- a. The episode of care is completed.
- b. Your benefit is exhausted, in which case you will be transitioned to other ongoing care.
- c. A reasonable transition period is determined on a case-by-case basis, during which time you would continue to see the non-plan provider. The decision as to how long this time will be takes into consideration the severity of your condition and the amount of time reasonably necessary to affect a safe transfer. This will be determined on a case-by-case basis with input from you and the therapist as to when it is safe to transition you to another provider, or into the full service health plan. The Medical Director will be consulted on these decisions.

The following conditions must be met to receive continuing care services from a licensed mental health provider who is not on the Aetna Resources for Living EAP panel:

- a. Aetna Resources for Living EAP must authorize the continuing care.
- b. The requested treatment must be a covered benefit.
- c. The non-plan provider must agree in writing to the same contractual terms as a plan provider, which includes payment rates.
- d. The Member must be new to Aetna Resources for Living EAP.

B. Terminated EAP Providers

Should Aetna Resources for Living EAP terminate an EAP Provider for reasons other than a disciplinary cause, fraud, or other criminal activity, you may be able to continue receiving Benefits from the terminated provider following the termination, if the provider agrees in writing to continue to provide Benefits under the terms and conditions of his/her agreement with Aetna Resources for Living EAP. To inquire about continued care, you should contact the Member Services Department.



---

## XVI. CONTINUATION OF GROUP COVERAGE

### A. COBRA Continuation of Coverage

If *VTA* is subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, as amended, you may be entitled to continuation of Group coverage under that act (COBRA Coverage). You may qualify for COBRA Coverage if you lose Group coverage due to the occurrence of certain Qualifying Events. Such events include, but are not limited to:

- Termination or separation from employment for reasons other than gross misconduct.
- Reduction of work hours.
- Death of the Participant.
- Termination of eligibility of a spouse due to divorce or legal separation.
- Termination of eligibility of a dependent child.
- Covered dependent if Member becomes eligible for Medicare

COBRA Coverage extends up to thirty-six (36) months, depending upon your qualifying event. COBRA Coverage may be terminated on the occurrence of certain events, including you becoming eligible for coverage under Medicare. In addition, COBRA Coverage is not available to certain Members, including those Members who have certain other coverage at the time of the qualifying event. You may obtain complete information on COBRA qualifying events, COBRA Coverage termination circumstances, and ineligibility for COBRA Coverage from *VTA*.

*VTA* is responsible for providing you with notice of your right to receive COBRA Coverage. You must provide Aetna Resources for Living EAP, or *VTA*, with a written request for COBRA Coverage within sixty (60) days of eligibility for such coverage or receipt of notice of the Qualifying Event. Qualified Members must make payment of Periodic Fees to *VTA* or COBRA administrator within forty-five (45) days of such written request. Members whose continuation of coverage under COBRA will expire may be eligible for continuation of coverage under Cal-COBRA.

### B. Cal-COBRA Continuation of Coverage

#### *1) Eligibility for Cal-COBRA Continuation Coverage*

If *VTA* is subject to the California Continuing Benefits Replacement Act (Cal-COBRA), Members may be entitled to continuation of Group coverage under that act (Cal-COBRA Coverage). *VTA* is subject to Cal-COBRA continuation coverage if it: a) employs 2 – 19 employees on at least 50% of its working days during the preceding calendar year; or if the employer was not in business during any part of the previous year and employed 2 – 19 eligible employees on at least 50% of its working days during the previous calendar quarter; b) is not subject to the federal Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). If the employer





is subject to Cal-COBRA, you and your dependants may qualify for Cal-COBRA if you would lose coverage due to one of the following Qualifying Events:

- Termination of employment or reduction in work hours for reasons other than gross misconduct.
- Death of Enrollee
- Termination of eligibility of a spouse due to divorce or legal separation.
- Termination of eligibility of a dependent child.
- Covered dependant if Member is entitled to Medicare.
- Member whose COBRA coverage will expire.

Cal-COBRA Coverage extends for up to thirty-six (36) months from the Qualifying Event unless earlier terminated by the occurrence of certain events.

*VTA* is responsible for providing Members with notice of their right to receive Cal-COBRA Coverage. The Member must provide *VTA* or COBRA administrator with a written request for Cal-COBRA Coverage within sixty (60) days of eligibility for such coverage or receipt of notice of the Qualifying Event. Eligible Members must make payment of Periodic Fees to Aetna Resources for Living EAP within forty-five (45) days of such written request.

## **2) *Notification of Qualifying Events***

It is the responsibility of the Member to notify Aetna Resources for Living EAP of the occurrence of any of the Qualifying Events noted below within sixty (60) days. The Qualifying Events that the Member is responsible for notifying include:

- Subscriber's death
- Spouse ceases to be eligible due to divorce or legal separation
- Loss of dependent status by a Dependent enrolled in *VTA* benefit plan
- With respect to a covered Dependent only, the Subscriber's entitlement to Medicare.

*VTA* must notify Aetna Resources for Living EAP within thirty (30) days of a termination of employment or reduction in work hours, which would result in ending coverage under the Member's group benefit plan. Failure to notify Aetna Resources for Living EAP within sixty (60) days of the occurrence of a Qualifying Event will disqualify the Member from receiving continuation coverage. Notifications of a Qualifying Event are generally made to *VTA* or *VTA*'s COBRA Administrator. If the Member has questions, he/she may contact *VTA* or Aetna Resources for Living EAP at 1-800-342-8111.



---

### 3) *Cal-COBRA Enrollment and Premium Information*

Within fourteen (14) days of receiving notification of a Qualifying Event, Aetna Resources for Living EAP will send enrollment and premium information, including a Cal-COBRA Election Form. The Member must return the completed Cal-COBRA Election Form within the required time period. The Cal-COBRA Election Form must be received within sixty (60) days of the latest of these occurrences:

- The date coverage under the Plan was terminated or will terminate due to a Qualifying Event; or
- The date the Member was sent the Cal-COBRA enrollment and premium information.

Aetna Resources for Living EAP must receive the first Cal-COBRA premium payment within forty-five (45) days of the date the Member's Cal-COBRA Election Form was received. Failure to send the correct premium amount within forty-five (45) days will disqualify the Member from continuation coverage under Cal-COBRA. The first premium payment equals the amount of all premiums due from the first month following the Qualifying Event through the current month. After the initial payment, Cal-COBRA premiums are due on the first day of each month. The Cal-COBRA premium is generally 110% of the premium charged to *VTA* for employees. The Member's enrollment in Cal-COBRA will not occur until Aetna Resources for Living EAP receives both the Cal-COBRA Election Form and the first Cal COBRA premium payment.

### 4) *Termination of Cal-COBRA Continuation Coverage*

Usually, a Member's Cal-COBRA continuation coverage will last up to thirty-six (36) months. The continuation coverage shall end automatically if the individual becomes eligible for Medicare or becomes covered under any group health plan not maintained by the employer or any other health plan, regardless of whether that coverage is less valuable. The Member's Cal-COBRA continuation coverage may terminate early if the Member moves out of Aetna Resources for Living EAP service area, does not pay the required premium within fifteen (15) days of it being due, or commits fraud or deception in using Aetna Resources for Living EAP services, or obtains other group coverage.

If *VTA* benefit plan is terminated prior to the date that the Member's Cal-COBRA continuation coverage would expire, the Member's coverage with Aetna Resources for Living EAP will expire. The Member has the opportunity to continue coverage under the any group benefit plan purchased by *VTA*. If *VTA* purchases a new plan, that plan will send the Member premium information and enrollment forms. The Member may continue coverage for the remainder of the Cal-COBRA continuation period. It is important for the Member to keep Aetna Resources for Living EAP and *VTA* updated if there are any changes of address. The Cal-COBRA continuation coverage will



terminate if the Member fails to enroll and pay premiums to the new group benefit plan within thirty (30) days after receiving notification of the termination of the Aetna Resources for Living EAP group benefit plan.

If *VTA* changes its EAP benefit to another plan, the Members coverage with Aetna Resources for Living EAP will expire, and you will be given the opportunity to continue coverage with the new plan. The new plan is required to provide coverage for the balance of the Cal-COBRA continuation coverage period.

## **XVII. COMPLAINT AND GRIEVANCE PROCEDURE**

A grievance is a written or oral expression of dissatisfaction regarding Aetna Resources for Living EAP and/or an EAP Provider, including quality of care concerns, and includes a complaint, dispute, and request for reconsideration or appeal made by you or your representative. A complaint is the same as a grievance.

You are entitled to present complaints and grievances within one year of the occurrence. Aetna Resources for Living EAP is obliged to seek to resolve such complaints and grievances in a timely fashion. Aetna Resources for Living EAP has established a procedure for processing and resolving your complaints and grievances.

Should you desire to register a complaint or grievance with Aetna Resources for Living EAP concerning Benefits, you can either call Aetna Resources for Living EAP at the toll-free telephone number 1-800-342-8111, or access the website at [www.mylifevalues.com.com](http://www.mylifevalues.com.com) to either download the complaint form or to fill it out online. To request a copy of the Aetna Resources for Living EAP Complaint Form, write directly to Aetna Resources for Living EAP at 7676 Hazard Centre Drive, Suite 1100, San Diego, CA 92108. The telephone call or letter should be addressed to the Director, Clinical Quality Improvement. Aetna Resources for Living EAP will acknowledge each complaint and grievance within five (5) days of receipt. The Director, Clinical Quality Improvement will receive and investigate all Member complaints and grievances. The Director, Clinical Quality Improvement will respond to you in writing stating the disposition and the rationale within seventeen (17) days of receipt of the grievance. If the grievance is not resolved to your satisfaction, a second level of review may be requested within ten (10) days of notification of such disposition. Any such request will be reviewed by the Medical Director and responded to within seventy-two (72) hours of receipt.

Linguistic and cultural needs will be addressed by translation of grievance forms and procedures into languages other than English. Using TTY lines and varying the means by which an Enrollee may submit a grievance, including verbally to Aetna Resources for Living EAP staff (bi-lingual capability), on website (Spanish and English), verbally by provider (multi-language capability), or interpreter. This allows Enrollees to submit grievances in a linguistically appropriate manner. When you are seen with the aid of an interpreter, the interpreter or counselor reading this statement will explain the information that is normally provided in a written format.



If you have a complaint or grievance about the services you have received, or will receive in the future, you may notify your counselor (or interpreter), who will supply them with a grievance form and a description of the process. If you wish to submit the grievance through your counselor or interpreter, you may do so.

Visually impaired clients may phone the Director of Quality Improvement directly at 1-800-342-8111. The Director of Quality Improvement will describe the grievance procedure, and take the grievance information. In this case, the appropriate letters would be sent, and the client contacted by telephone so that the letter can be read. Hearing impaired clients may file a grievance using the telephone number 888-879-8274 to contact Aetna Resources for Living EAP.

If the complaint or grievance involves a delay, modification, or denial of service related to a clinically emergent or urgent situation, the review will be expedited and a response provided in writing to you within three (3) days from receipt of the complaint or grievance. There is no requirement that you participate in Aetna Resources for Living EAP grievance process before requesting a review by the California Department of Managed Care ("Department") in the case of an urgent or emergent grievance. The criteria for determining emergent situations are whether you are assessed to be at imminent risk to seriously harm yourself or another person, or are so impaired in judgment as to destroy property or be unable to care for your own basic needs. The criteria for determining urgent situations are whether you are assessed to be significantly distressed, and are in any medical danger due to the level of the problem, or are experiencing a reduced level of functioning due to more than a moderate impairment resulting in an inability to function in key family/work roles.

You, or the agent acting on your behalf, may also request voluntary mediation with Aetna Resources for Living EAP prior to exercising the right to submit a grievance to the Department. The use of mediation services will not preclude your right to submit a grievance to the Department upon completion of the mediation. In order to initiate mediation, you, or the agent acting on your behalf, and Aetna Resources for Living EAP will voluntarily agree to mediation. Expenses for the mediation will be borne equally by the parties. The Department will have no administrative or enforcement responsibilities in connection with the voluntary mediation process. Mediations will take place in San Diego, California unless otherwise determined by the parties.

Pursuant to Section 1365(b) of the Act, any Member who alleges his enrollment has been canceled or not renewed because of his health status or requirement for services may request review by the Department.

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 CONTRACTOR at (1-800-342-8111) and use the CONTRACTOR's grievance process (or locate their grievance form on Aetna Resources for Living EAP website at [www.mylifevalues.com](http://www.mylifevalues.com) 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 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. The CONTRACTOR's grievance process and the Department's complaint review process are in addition to any other dispute resolution procedures that may be available to you, and your failure to use these processes does not preclude your use of any other remedy provided by law.

## **XVIII. MISCELLANEOUS**

### **A. Confidentiality Policy**

A STATEMENT DESCRIBING AETNA RESOURCES FOR LIVING EAP POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO A MEMBER UPON REQUEST.

### **B. Member Consent**

Under the EAP Services Agreement, *VTA* makes Benefits which are consistent with professionally recognized standards of practice, available to Members. The EAP Services Agreement is subject to amendment, modification or termination, in accordance with the provisions thereof, or by mutual agreement between Aetna Resources for Living EAP and *VTA*, without the consent or concurrence of Members. By accepting Benefits hereunder, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions of the EAP Services Agreement.

### **C. Aetna Resources for Living EAP Policies**

Aetna Resources for Living EAP may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of the EAP Services Agreement.

### **D. Aetna Resources for Living EAP Public Policy Committee**

Aetna Resources for Living EAP has established a Public Policy Committee that includes, among others, Members of Groups that have contracted with Aetna Resources for Living EAP for Benefits. This committee meets quarterly and the Aetna Resources for Living EAP Board of Directors reviews the reports and recommendations of the committee. Any



---

Member desiring more information about this committee should contact Aetna Resources for Living EAP at 1-800-342-8111.

E. Important Information about Organ and Tissue Donations

Organ and tissue transplants have helped thousands of people with a variety of problems. The need for donated organs, corneas, skin, bone and tissue continues to grow beyond the supply. Organ and tissue donation provides you with an opportunity to help others. Almost anyone can become a donor. There is no age limit. If you have questions or concerns you may wish to discuss them with your doctor, your family, or your clergy.

Resources for Information:

- For information and donor card call 1-800-355-SHARE.
- Request donor information from the Department of Motor Vehicles.
- On the Internet, contact All About Transplantation and Donation ([www.transweb.org](http://www.transweb.org)).
- Department of Health and Human Services, contact <http://www.organdonor.gov>.  
Share your decision with family.

If you decide to become a donor:

- Sign the donor card in the presence of family members.
- Have your family sign as witnesses and pledge to carry out your wishes.



---

## ATTACHMENT A

### **SCHEDULE OF BENEFITS, LIMITATIONS AND EXCLUSIONS**

Employee Assistance Program Services which include the following components:

#### **I. Employee Assistance Program**

##### **A. Benefits.**

Individual, couple, or family assessment and brief counseling for personal, marital, family, relationship, work-related, and alcohol or substance abuse problems. Brief counseling is provided when, in the judgment of the EAP provider, the issues meet community standards of practice for brief counseling within five (5) private counseling sessions per separate incident. A "session" is defined as either an in-person or telephone consultation with the Member, of approximately one hour in duration. Sessions are used to identify or work on resolving the issues or conditions that the Member is experiencing. A new incident for the same Member would involve different issues or conditions. Benefits will be consistent with professionally recognized standards of practice. A separate incident involves a single underlying issue or condition, regardless of the number of same or different events involving the issue or condition. The CONTRACTOR shall make the clinical determination as to what constitutes a separate incident.

- 1) Referrals are offered to Members whose problem cannot be resolved within the scope of the five (5) sessions per separate incident. The EAP Provider works with the Member to identify resources of an appropriate type and level of care beyond the benefit.
- 2) Referrals to other resources are offered to Members if the type of care is outside of the scope of practice of this benefit.
- 3) 24-hour crisis hotline, 7 days/week.
- 4) Referrals for legal consultation.
- 5) Referrals for financial counseling.

##### **B. Limitations**

- 1) The Benefits provided to Members by Aetna Resources for Living EAP are limited in nature as described in sections 1- 6 above.
- 2) Aetna Resources for Living EAP will make a good faith effort to provide or arrange for the provision of Benefits to Members, in the event of certain circumstances, such as major disaster, epidemic, riot or civil insurrection.

##### **C. Exclusions.**

- 1) Inpatient treatment of any kind or outpatient treatment for any medically treated illness.
- 2) Psychiatrist services.



- 3) Prescription drugs.
- 4) Counseling services beyond the number of sessions covered by the benefit.
- 5) Services by counselors who are not Participating Providers.
- 6) Court ordered treatment or therapy, or any treatment or therapy ordered as a condition of parole, probation, custody, or visitation evaluations.
- 7) Formal psychological evaluations which normally involve psychological testing and result in a written report.
- 8) Fitness for duty evaluations which are used to evaluate whether an employee is safely able to perform his or her duties. This typically includes psychological testing and a written report.
- 9) Investment advice (nor does Aetna Resources for Living EAP loan money or pay bills).
- 10) Legal representation in court, preparation of legal documents, or advice in the areas of taxes, patents, or immigration.

## **II. Telephonic Work/Life Program Services**

### **A. Benefits**

Our exclusive, phone-based program designed to assist members with a full range of Work/Life issues. Members are connected with Work/Life specialists who can assist them with child and elder care issues, temporary care, special needs, disaster relief, personal and convenience services, and many other needs.

### **B. Limited Liability**

CONTRACTOR makes no warranties, expressed or implied, with respect to any information, service or product provided by a Work/Life referral or on-line assessment provided to Members ("Referees") and all such warranties are expressly disclaimed by CONTRACTOR and waived by *VTA*. Referrals to "Referees" do not imply an endorsement, recommendation, or approval by CONTRACTOR of the particular information, service, or product provided to the Referee. While CONTRACTOR makes every effort to make appropriate referrals for Members, CONTRACTOR does not guarantee the accuracy of the information, or the quality or appropriateness of the services or products provided to the Referee. The decision about any information, products, or services to a Referee must be made by the Members themselves or *VTA*, as applicable.





**ATTACHMENT B**

**EMPLOYEE ASSISTANCE PROGRAM**

**COMPARISON OF BENEFITS**

The Employee Assistance Program (EAP) is being offered by your employer to provide you with confidential assistance from licensed mental health professionals. These professionals can help with problems affecting your life at work as well as at home. Such problems include marital issues, family relationships, depression and anxiety, alcohol and drug issues, and/or problems within the workplace.

**THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM AND THE EAP SERVICES AGREEMENT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF BENEFITS, LIMITATIONS AND EXCLUSIONS.**

A. Deductible	Not applicable
B. Lifetime Maximum	Not applicable
C. Professional Services	The EAP provides: Psychosocial Assessment Treatment Referrals and Resources for Psychosocial Problems 24-hour Crisis Telephone Access Five (5) Counseling Sessions Per Incident Legal Referrals Financial Counseling Referrals
D. Outpatient Services	Please see Item C: Professional Services
E. Hospitalization Services	None
F. Emergency Health Coverage	Please see Item C: Professional Services
G. Ambulance Services	None
H. Prescription Drug Coverage	None
I. Durable Medical Services	None
J. Mental Health Services	Please see Item C: Professional Services
K. Chemical Dependency Services	Please see Item C: Professional Services
L. Home Health Services	None
M. Other	None

**Members pay no co-payment.** Coverage is limited to: a) employees; b) persons covered under the employee's health benefit plan; 3) persons residing with the employee.