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City of Milpitas

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Employee Assistance Program Combined
Evidence of Coverage and Disclosure Form

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of your EAP. Please consult MHN's EAP contract to determine the exact terms and conditions of coverage.

Administered by

MHN
www.mhn.com

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Employee Assistance Program

Combined Evidence of Coverage and Disclosure Form

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Please read this Combined Evidence of Coverage & Disclosure Form ("Evidence of Coverage") completely and carefully to understand your Managed Health Network ("MHN") Employee Assistance Program ("EAP") benefits. This Evidence of Coverage discloses the terms and conditions of coverage and can help you understand your rights and responsibilities as an EAP member ("Member"). If you have behavioral healthcare needs, you should carefully read those sections that apply to you. Certain terms are capitalized throughout this Evidence of Coverage - to help you understand these terms, the meaning and limitations of these terms are explained in the "Definitions" section of this booklet.

This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the health plan. The health plan contract (the "Agreement") between your employer ("Employer") and MHN must be consulted to determine the exact terms and conditions of coverage. You have the right to view the Evidence of Coverage prior to enrollment. Please review the Agreement to determine the governing contractual provisions. A copy of the Agreement will be furnished upon request. To receive a copy of the Agreement or if you have questions or concerns after reading this Evidence of Coverage and need additional information about your EAP benefits (the "Plan"), please contact MHN at the number printed in this brochure.

This Evidence of Coverage, the Agreement and benefits of this Plan are subject to change without your consent, according to the provisions of the Agreement. If this Evidence of Coverage has been issued to an existing MHN Group, it replaces the former Evidence of Coverage, effective upon the date in the Agreement. Please refer to the most recent Evidence of Coverage, as benefits may have changed from those stated in the prior Evidence of Coverage.

By enrolling in, or accepting services under, this Plan, Members agree to abide by all terms, conditions and provisions stated in the Agreement and this Evidence of Coverage. Members must notify MHN of any change in residence and any circumstances that may affect entitlement to coverage or eligibility under this Plan. Members cannot transfer the coverage and benefits of this Plan to another person without the prior written consent of MHN. Such a request may be denied for any reason. MHN reserves the right to make payment of benefits, at its sole discretion, directly to the Participating Practitioner.

As a condition of enrollment and to receive benefits under this Plan – MHN, its agents, independent contractors and Participating Practitioners shall be entitled to release to, or obtain from, any person, organization or government agency, any information and records, including patient records of Members, which MHN requires or is obligated to provide pursuant to legal process, or federal, state or local law. Each Member expressly consents to, authorizes and directs Participating Practitioners, or others who are giving treatment or advice, to make available to MHN such medical and mental health reports, records and other information, or copies thereof, as MHN may request for the purposes of administering this Plan.

Principal Benefits and Coverages

By accessing MHN's Employee Assistance Program ("EAP") you can be assessed and referred to Participating Practitioners who can help you and your eligible family members resolve personal problems that can affect your health, family life, abilities, and desire to excel at work. Depending on your plan, you and your family members are eligible for the following number of counseling sessions as set forth below:

	BENEFIT
Plan 00H: An individual who is a permanent full-time or part-time employee of the Police or Fire Department for the City of Milpitas:	15 counseling sessions per family unit per calendar year.
Plan 00K - All remaining benefit eligible employees of the City of Milpitas:	10 counseling sessions per family unit per calendar year.

What problems can an EAP handle?

The Employee Assistance Program can help you resolve a broad range of personal problems through assessment of issues and referral to Participating Practitioners including:

Marriage/Family Issues
Emotional Problems
Stress Management
Alcohol/Drug Dependency

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.

Choice of Physicians and Practitioners

MHN's EAP services are provided by psychiatrists, psychologists, clinical social workers, marriage family therapists, masters level counselors and other professionals who have a contract with MHN to provide EAP services ("Participating Practitioners"). Referral and prior authorization are always required for EAP services. MHN only provides an EAP referral to one of its Participating Practitioners.

If you have questions regarding any of MHN's Participating Practitioners, or you would like a list of Participating Practitioners located within your geographic area, you can call MHN at 1-800-242-6220. You may also view and print a list of MHN's Participating Practitioners via MHN's website at www.MHN.com. MHN's roster of Participating Practitioners is subject to change. Although MHN updates its website on a weekly basis so that the information includes only practitioners currently available to service members, MHN cannot guarantee the initial or continued availability of any particular Participating Practitioners.

Practitioner Compensation

Generally, MHN compensates its Participating Practitioners on a fee-for-service basis. MHN does not compensate Participating Practitioners with bonuses or financial incentives related to the amount of services you may receive under this Plan.

Facilities

Treatment at hospitals or other facilities is not a covered benefit under the EAP.

Continuity of Care

New Members: If your Employer or Group has changed health plans and you were receiving services from a non- Participating Practitioner for a current episode involving an acute, serious or chronic mental health condition, MHN may, if certain other criteria are met, authorize continuing services from your non- Participating Practitioner.

In the event MHN authorizes continuity of care services, MHN will allow the Member a reasonable transition period (subject to the benefit limit) to continue his or her course of treatment with the non- Participating Practitioner prior to transferring to another Participating Practitioner and will arrange for the provision of mental health care services on a timely, appropriate, and medically necessary basis from the non- Participating Practitioner. The length of the transition period will take into account the severity of the Member's condition and the amount of time reasonably necessary to effect a safe transfer on a case-by-case basis. Reasonable consideration will be given to the potential clinical effect that a change of practitioner would have on the Member's treatment for the condition. This decision is determined by MHN, in consultation with the Member and the non- Participating Practitioner.

MHN may require a non- Participating Practitioner whose services are continued for a newly covered member to agree in writing to be subject to the same terms and conditions that are imposed upon Participating Practitioners providing similar services who are not capitated and who are practicing in the same or a similar geographic area as the non- Participating Practitioner, including, but not limited to, rates, credentialing, hospital privileging, utilization review, peer review and quality assurance requirements.

Among other limitations, new member continuity of care services do not apply if you were offered and refused an out of network option by your Employer, or if you had the option to continue with your previous health plan or non- Participating Practitioner and instead voluntarily chose to change health plans, or if the non- Participating Practitioner does not agree to abide by the terms and conditions contained in MHN's standard participating provider contract.

Members Whose Practitioner's Contract Has Been Terminated or Not Renewed: If you are receiving care for an acute or serious chronic condition and your Participating Practitioner's contract is terminated or not renewed, you may call MHN at 1-800-242-6220 and request continuing care by your Participating Practitioner, provided you are still eligible. In cases involving an acute condition or a serious chronic condition, MHN will arrange for the provision of mental health care services on a timely and appropriate basis from the terminated practitioner for up to 90 days or a longer period if

necessary for a safe transfer to another practitioner (subject to the benefit limit) as determined by MHN in consultation with the terminated practitioner, consistent with good professional practice.

MHN may require the terminated practitioner whose services are continued beyond the contract termination date to agree in writing to be subject to the same contractual terms and conditions that were in effect prior to termination. This includes, but is not limited to rates, credentialing, hospital privileging, utilization review, peer review, and quality assurance requirements. The payment of co-payments, deductibles, or other cost sharing components by the Member during the period of continuation of care with a terminated practitioner will be the same co-payments, deductibles, or other cost sharing components that would be paid by the Member when receiving care from a practitioner currently contracting with MHN.

If the terminated practitioner does not agree to comply or does not comply with MHN's contractual terms and conditions, MHN will not be obligated to continue the practitioner's services beyond the contract termination date. Further, if the terminated practitioner voluntarily terminates his or her contract, MHN is not obligated to continue the practitioner's services beyond the contract termination date. Your practitioner must agree to accept MHN reimbursement as payment in full for EAP services.

MHN will not provide continuing care by a practitioner whose contract with MHN has been terminated or not renewed for reasons relating to medical disciplinary cause or reason, as defined in paragraph (6) of subdivision (a) of Section 805 of the Business and Professions Code, fraud or other criminal activity.

MHN also will not cover services or provide benefits that are not otherwise covered under the terms and conditions of your EAP benefit.

For the purposes of this provision, "Acute condition" means a mental health condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. "Serious chronic condition" means a mental health condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature, and that does either of the following:

(A) Persists without full cure or worsens over an extended period of time.

(B) Requires ongoing treatment to maintain remission or prevent deterioration.

If you feel that you are in need of continuity of care services or if you would like a copy of MHN's continuity of care policies, please contact MHN at 1- 800-242-6220.

Are EAP services confidential?

MHN abides by state and federal mandates governing confidentiality. Any information you reveal will be protected according to the limits of the law. A statement describing MHN's policies and procedures for preserving the confidentiality of medical records is available and will be furnished upon request. You may also view the policies at the back of this booklet and on MHN's web site at www.MHN.com.

Prepayment Fees

Your employer pays the premium for EAP services.

Other Charges

There are no co-payments, co-insurance, or deductible payments, and you will not be liable to an MHN Participating Practitioner for any fees covered by your EAP services in the event MHN fails to pay the practitioner or under any other circumstances. If, however, you desire additional services not covered by the EAP or choose a practitioner who is not part of MHN's network, you will be responsible for their payment.

Who is eligible for services?

Plan 00H: All individuals who are permanent full-time or part-time employees of the Police or Fire Department for the City of Milpitas are eligible. Plan 00K: All remaining benefit-eligible employees of the City of Milpitas are eligible. Additionally, your household members are also eligible. The term household members encompasses anyone living in your household and can include, as an example, spouses, children, domestic partners, grandparents, or siblings. Dependent children under the age of 25 who are not household members are eligible if they are at least 50% financially dependent on you.

MHN shall not refuse to enter into any contract or cancel or decline to renew or reinstate any contract because of the race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age of any contracting party, prospective contracting party, or person reasonably expected to benefit from that contract as a subscriber, enrollee, member, or otherwise.

Additionally, MHN will not refuse to enroll any person or accept any person as a member or renew any person as a member after appropriate application on the basis of a person's genetic characteristics that may, under some circumstances, be associated with disability in that person or that person's offspring. MHN will not seek information regarding a person's genetic characteristics for any nontherapeutic purpose.

MHN will not require a higher rate or charge, or offer or provide different terms, conditions, or benefits, on the basis of a person's genetic characteristics that may, under some circumstances, be associated with disability in that person or that person's offspring.

When does coverage begin?

You are eligible to receive MHN EAP services for as long as you are an employee of the City of Milpitas.

How to Obtain EAP Services

Emergency Services and Care

Except in the case of Emergency Services and Care, you are required to call MHN directly at the number below to arrange for EAP services. If you are experiencing severe symptoms and are

impaired in your functioning to the extent that you present an immediate danger to yourself or others or you are in crisis and need immediate assistance, call the **911** emergency response system or go to the nearest emergency room. If you are in crisis and need immediate assistance, MHN's licensed counselors also are available 24 hours a day, 365 days a year for immediate telephone intervention and consultation.

Non-Emergency Care

Call MHN toll-free at 1-800-242-6220, 24 hours a day, 7 days a week, for a referral to a Participating Practitioner and to request authorization of treatment. TDD callers can dial 1-800-327-0801.

MHN will evaluate your problem and refer you to a Participating Practitioner. MHN will attempt to make routine appointments available within 10 business days. Provided you are eligible and have not previously exhausted your benefit, MHN will authorize up to the maximum number of Sessions covered under your EAP.

MHN Online EAP: MHN's online services can help you better manage a wide range of emotional health, working and living challenges, all in one convenient web site. You can access MHN's EAP services at www.mhn.com, or via a link on your employer's Intranet (if available).

1. Register using your Company Access Code: milpitas (all lower case)
   (NOTE: You will only use this access code at initial registration).
2. Select your user name and password, then enter your e-mail address and a password question.
3. To access EAP referrals you will be prompted to supply additional information.

Second Medical Opinion

MHN may, as a condition of coverage, require that a Member obtain a second opinion from an Appropriately Qualified Health Professional to verify the medical necessity or appropriateness of a covered service. In addition, you, as a Member, have the right to request a second opinion when:

- You are concerned about your Participating Practitioner's diagnosis or treatment plan.
- You are not satisfied with the result of the treatment rendered.
- You question the reasonableness or necessity of recommended surgical procedures.
- You question a diagnosis or plan of care for a condition that threatens loss of life, limb, bodily function, or substantial impairment, including, but not limited to, a serious chronic condition.
- The clinical indications are complex or confusing, a diagnosis is in doubt due to conflicting test results, or the Participating Practitioner is unable to diagnose the condition.
- The treatment plan in progress is not improving your medical condition within an appropriate period of time for the diagnosis and plan of care.
- If you have attempted to follow the plan of care or consulted with the initial Participating Practitioner due to serious concerns about the diagnosis or plan of care.

To request an authorization for a second opinion, contact your Participating Practitioner or MHN. MHN will review the request, and if a second opinion is considered appropriate, MHN will authorize a referral to an Appropriately Qualified Health Professional. The Practitioner rendering the second opinion will provide a written consultation report to MHN, the Member and the original Participating Practitioner.

If the Member faces an imminent and serious threat to health, including, but not limited to, the potential loss of life, limb or other major bodily function, or lack of timeliness would be detrimental to the ability to regain maximum function, the second opinion will be rendered in a timely fashion appropriate to the nature of the condition not to exceed 72 hours of MHN's receipt of the request, whenever possible. For a complete copy of this policy, contact MHN at 1- 800-242-6220.

Complaints and Grievances

As a condition of enrollment and a contractual term of the Agreement and this Evidence of Coverage, Members are required to submit all grievances through MHN's grievance procedures. MHN's grievance procedures, as specified below, must be completed before the Member may file for any legal action or arbitration to receive a final and binding resolution of the grievance.

Please note: After participating in MHN's grievance and/or appeals process for a period of thirty (30) days (or three days for emergency grievances), the Member has the right to file a request for assistance with the Department of Managed Health Care (the "Department"). When MHN has notice of a case involving imminent and serious threat to the health of the patient, including, but not limited to, severe pain, potential loss of life, limb or major bodily function, MHN provides the following: (a) immediate notification to the Member of their right to notify the Department of the grievance, and (b) no later than three days from receipt of the notice of such grievance request, a written statement to the Member and the Department on the disposition or pending status of the grievance. See Section entitled "The Department of Managed Health Care."

Grievance Process

1. Grievances may be filed with any MHN staff member in writing, on-line at www.mhn.com, or by calling MHN. You may call MHN at 1-800-242-6220, or write to:
   MHN
   Quality Management Department
   503 Canal Boulevard
   Pt. Richmond, CA 94804
2. Grievances involving quality of care are investigated and resolved by MHN Quality Management staff.
3. All written grievances are acknowledged by the Quality Management department in writing within five (5) working days of MHN's receipt of the grievance.
4. All grievances are resolved within thirty (30) days of MHN's receipt of the grievance, unless the Member is notified within thirty (30) days that additional time is required and the reason for the delay is documented.
5. Members are notified in writing of the resolution of the grievance.
6. For grievances where resolution information can be given, if the Member is dissatisfied with the outcome of the grievance, he/she can appeal by writing to:
   MHN
   Quality Management Department
   503 Canal Boulevard
   Pt. Richmond, CA 94804

The Department of Managed Health Care

MHN is a licensed California specialized health care service plan. The Department of Managed Health Care (the "Department") is responsible for regulating health care service plans in California. If you have a grievance against MHN, you should first telephone MHN at the same number you would use to access your EAP services, and use MHN's grievance process, as described above, before contacting the Department. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by MHN, or a grievance that has remained unresolved for more than 30 days, you may call the Department. 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. MHN'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. The Department has a toll-free telephone number **(1-888-HMO-2219**) to receive complaints and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet website **(http://www.hmohelp.ca.gov)** has grievance forms, IMR application forms and instructions online.

Public Policy

MHN permits Members to participate in establishing its public policy through its Public Policy Committee – the findings and recommendations of which are regularly reported to MHN's governing Board of Directors. For the purposes of description, "public policy" means acts performed by MHN and its employees to assure the comfort, dignity and convenience of Members who rely on Participating Practitioners to provide EAP services. If you would like to participate on MHN's Public Policy Committee please contact 1- 800-242-6220.

Principal Exclusions

You and your eligible family members may be entitled to receive a specified number of counseling sessions each year. See section entitled "Principal Benefits and Coverages" for number of sessions covered. However, there are some exclusions. MHN's EAP services do not provide:

- Inpatient treatment of any kind
- Prescription drugs
- Counseling required by law or a court
- Formal psychological evaluations and fitness-for-duty opinions

Termination of Benefits

Your eligibility ends upon your termination of employment, or when your Employer's contract with MHN is no longer in force as a result of nonpayment of premium or otherwise. If premiums are not paid according to the Agreement, termination is effective fifteen days after notice of termination is mailed to your Employer, as of midnight of the last day of the month for which premiums were last received and accepted by MHN. The Employer may automatically reinstate the Agreement by

remitting, within fifteen (15) days of the date of written notice of termination, all outstanding invoiced premiums to MHN. Your eligible family members are covered during the same time you are. Upon termination of your employment, please contact your Employer to determine whether you and/or your eligible family members are eligible to continue coverage under COBRA.

In addition to the above, the Agreement may also be terminated by MHN or the Employer upon material breach if such breach continues for a period of fifteen (15) days after written notice is given to the breaching party, specifying the nature of the breach and requesting that it be cured. If, however, the nature of breach is such that it cannot be cured within the fifteen (15) day period, then if the breaching party commences such cure in good faith within ten (10) days after delivery of the notice of termination and gives written notice to the non-breaching party of the action being taken to effect such cure, then this Agreement shall not be canceled. In no event shall such breach continue more than thirty (30) days after receipt of the notice of termination. MHN or the Employer also may terminate the Agreement if the other party is adjudged bankrupt, becomes insolvent, has a receiver of its assets or property appointed, makes a general assignment for the benefit of creditors, or institutes or causes to be instituted any procedure for reorganization or rearrangement of its affairs.

Your coverage cannot be cancelled, nor can you be denied renewed coverage because of your health status or requirements for service. If you think this has happened, you may request a review by the California Department of Managed Health Care (the "Department"). The Department's toll-free number is **888-HMO-2219** (888-466-2219). Your coverage can be terminated by MHN for fraud or deception in the use of counseling services.

Renewal Provisions

This Plan automatically renews on the anniversary date of the Agreement, unless notice of termination is served within the time specified or as otherwise provided in the Agreement. However, MHN may change its fees, benefits, or the terms of the Agreement on the anniversary date of this Plan, unless otherwise mandated by law.

Organ Donation

Organ donation can extend and enhance lives and is an option you may want to consider. For more information on the subject, please contact the U.S. Department of Health and Human Services at **1-888-231-9473**.

Antifraud Plan

MHN maintains a toll-free Fraud & Abuse Hotline at (800) 327-0566 where members, practitioners and employees can refer suspected fraudulent activity in the submission of claims.

Definitions

Agreement: Includes the agreement between MHN and the Employer or Group, this Evidence of Coverage and any addenda and/or amendments thereto.

Appropriately Qualified Health Care Professional: Is a primary care physician or specialist who is acting within his or her scope of practice and who possesses a clinical background, including training and expertise, related to the particular illness, disease, condition or conditions associated with the request for a second opinion.

Combined Evidence of Coverage & Disclosure Form: A document issued by MHN to a member that describes the specific services covered under the applicable plan.

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 to result in any of the following:

(1) placing the patient's health in serious jeopardy;

(2) serious impairment to bodily functions; or

(3) serious dysfunction of any bodily organ or part.

Emergency Services and Care. Means medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an emergency medical condition exists and, if it does, the care and treatment necessary to relieve or eliminate the emergency medical condition.

Employer or Group: An employer, trust fund, licensed health plan or insurer, or other group or business entity that has contracted with MHN for the provision of EAP Services to Members.

Grievance: Any expression of dissatisfaction from a Member, whether received in writing or on the telephone.

Member: Any individual who meets all applicable eligibility requirements specified within the Agreement and this Plan, is enrolled under this Plan and for whom all required prepayment fees have been received and accepted by MHN.

Participating Practitioner: A professional practitioner who furnishes behavioral healthcare services to Members and has agreed, by signing a participating provider agreement with MHN, to accept the provisions of the applicable agreement, including the contractually agreed upon compensation, as the total charge, whether paid fully by MHN or requiring cost sharing by the Member.

Session: Any in-person or telephone consultation with a Participating Practitioner for services covered under this Plan.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice tells you about the ways in which Managed Health Network ("MHN") (referred to as "we" or "the Plan") may collect, use and disclose your protected health information and your rights concerning your protected health information. "Protected health information" is information about you, including demographic information, that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by federal and state laws to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your protected health information. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We may use and disclose your protected health information for different purposes. The examples below are provided to illustrate the types of uses and disclosures we may make without your authorization for payment, health care operations and treatment.

- **Payment.** We use and disclose your protected health information in order to pay for your covered health coverage or expenses. For example, we may use your protected health information to process claims, to be reimbursed by another insurer that may be responsible for payment or for premium billing.
- **Health Care Operations.** We use and disclose your protected health information in order to perform our plan activities, such as quality assessment activities or administrative activities, including data management or customer service.
- **Treatment**. We may use and disclose your protected health information to assist your health care providers (doctors, pharmacies, hospitals and others) in your diagnosis and treatment. For example, we may disclose your protected health information to providers to provide information about alternative treatments.
- **Plan Sponsor.** If you are enrolled through a group health plan, we may provide non-identifiable summaries of claims and expenses for enrollees in your group health plan to the plan sponsor, which is usually the employer.

  If the plan sponsor provides plan administration services, we may also provide access to identifiable health information to support its performance of such services which may include but are not limited to claims audits or customer services functions. MHN will only share health information upon a certification from the plan sponsor representing there are restrictions in place to ensure that only plan sponsor employees with a legitimate need to know will have access to health information in order to provide plan administration functions.

  We may also disclose protected health information to a person, such as a family member, relative, or close personal friend, who's involved with your care or payment. We may disclose the relevant protected health information to these persons if you do not object or we can reasonably infer from the circumstances that you do not object to the disclosure; however, when you are not present or

are incapacitated, we can make the disclosure if, in the exercise of professional judgment, we believe the disclosure is in your best interest.

OTHER PERMITTED OR REQUIRED DISCLOSURES

- **As Required by Law.** We must disclose protected health information about you when required to do so by law.
- **Public Health Activities.** We may disclose protected health information to public health agencies for reasons such as preventing or controlling disease, injury or disability.
- **Victims of Abuse, Neglect or Domestic Violence.** We may disclose protected health information to government agencies about abuse, neglect or domestic violence.
- **Health Oversight Activities.** We may disclose protected health information to government oversight agencies (e.g., California Department of Health Services) for activities authorized by law.
- **Judicial and Administrative Proceedings.** We may disclose protected health information in response to a court or administrative order. We may also disclose protected health information about you in certain cases in response to a subpoena, discovery request or other lawful process.
- **Law Enforcement.** We may disclose protected health information under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- **Coroners, Funeral Directors, Organ Donation.** We may release protected health information to coroners or funeral directors as necessary to allow them to carry out their duties. We may also disclose protected health information in connection with organ or tissue donation.
- **Research.** Under certain circumstances, we may disclose protected health information about you for research purposes, provided certain measures have been taken to protect your privacy.
- **To Avert a Serious Threat to Health or Safety.** We may disclose protected health information about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.
- **Workers' Compensation.** We may disclose protected health information to the extent necessary to comply with state law for workers' compensation programs.

OTHER USES OR DISCLOSURES WITH AN AUTHORIZATION

Other uses or disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law. You may revoke an authorization at any time in writing, except to the extent that we have already taken action on the information disclosed or if we are permitted by law to use the information to contest a claim or coverage under the Plan.

YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

You have certain rights regarding protected health information that the Plan maintains about you.

- **Right To Access Your Protected Health Information.** You have the right to review or obtain copies of your protected health information records, with some limited exceptions. Usually the records include enrollment, billing, claims payment and case or medical management records. Your request to review and/or obtain a copy of your protected health information records must be made in writing. We may charge a fee for the costs of producing, copying and mailing your requested information, but we will tell you the cost in advance.

- **Right To Amend Your Protected Health Information.** If you feel that protected health information maintained by the Plan is incorrect or incomplete, you may request that we amend the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request if, for example, you ask us to amend information that was not created by the Plan, as is often the case for health information in our records, or you ask to amend a record that is already accurate and complete.
- If we deny your request to amend, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision and we have the right to rebut that statement.
- **Right to an Accounting of Disclosures by the Plan.** You have the right to request an accounting of disclosures we have made of your protected health information. The list will not include our disclosures related to your treatment, our payment or health care operations, or disclosures made to you or with your authorization. The list may also exclude certain other disclosures, such as for national security purposes.

  Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first accounting that you request within a 12-month period will be free. For additional lists within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance.
- **Right To Request Restrictions on the Use and Disclosure of Your Protected Health Information.** You have the right to request that we restrict or limit how we use or disclose your protected health information for treatment, payment or health care operations. ***We may not agree to your request.*** If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.
- **Right To Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you about the Plan or that we send Plan information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us could endanger you. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy.
- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our privacy office. See the end of this Notice for the contact information.

HEALTH INFORMATION SECURITY

MHN requires its employees to follow the MHN security policies and procedures that limit access to health information about members to those employees who need it to perform their job responsibilities. In addition, MHN maintains physical, administrative and technical security measures to safeguard your protected health information.

CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time, effective for protected health information that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice. We also post a copy of our current Notice on our web site at www.MHN.com. Any time we make a material change to this Notice, we will promptly revise and issue the new Notice with the new effective date.

COMPLAINTS

If you believe that your privacy rights have been violated, you may file a complaint with us and/or with the Secretary of the Department of Health and Human Services. All complaints to the Plan must be made in writing and sent to the privacy office listed at the end of this Notice.

We support your right to protect the privacy of your protected health information. ***We will not retaliate against you or penalize you for filing a complaint.***

CONTACT THE PLAN

If you have any complaints or questions about this Notice or you want to submit a written request to the Plan as required in any of the previous sections of this Notice, please contact:

MHN
Legal Department
1600 Los Gamos Drive, Suite 300
San Rafael, CA 94903-1807
(800) 533-3719, ext. 7232

May 24, 2007

City of Milpitas
Attn: Carmen Valdez
455 E. Calaveras Boulevard
Milpitas, CA 95035

RE: CSAC MHN EAP Renewal

Dear CSAC MHN EAP Member:

As a valued CSAC-EIA member and participant in the EIA Employee Assistance Program (EAP), we would like to thank you for your participation and support of the JPA. The EAP program continues to successfully provide its members with increased cost stability and wholesale discounts.

The benefit design continues to include face-to-face sessions and unlimited telephonic EAP counseling sessions per individual per benefit period. The CSAC program also includes 10 "brown-bag" training hours that can be used at any time throughout the benefit period, Critical Incident Stress Debriefings (up to 20 hours per incident), Employee Orientations, Supervisor Orientations, Management Consultations, Job Performance Referrals and many other benefits.

Your EAP plan benefits are scheduled to renew July 1, 2007 for a period of one (1) year, continuing uninterrupted until June 30, 2008. Based on the review of your group's EAP utilization experience and the program experience, it has been determined that a 3.50% increase in your current rates is necessary.

Number of Sessions	Current Rates	Renewal Rates	% Change
Multi	**$6.80**	**$7.04**	***3.50%***

Please feel free to contact me at (949) 660-8184 or euram@alliantinsurance.com should you have any questions or concerns regarding your renewal. Thank you for your continued participation in the CSAC-EIA EAP program and for the opportunity to meet your employee assistance needs.

Sincerely,

Elizabeth A. Uram

Elizabeth Uram
Account Manager – CSAC-EIA EAP Program
Alliant Insurance Services, Inc.

Cc: Catharine Mauldin, CSAC-EIA