

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS LOCAL UNION 1399 HEALTH AND WELFARE TRUST

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NOTICE

TO: Participants

FROM: Board of Trustees
Glaziers, Architectural Metal and Glass
Workers Local Union 1399 Health and Welfare Trust

RE: NEW EMPLOYEE ASSISTANCE PLAN BENEFIT

The Board of Trustees of the Glaziers, Architectural Metal and Glass Workers Local Union 1399 Health and Welfare Trust is pleased to announce the establishment of an Employee Assistance Plan for Participants of the Trust and their eligible Dependents beginning August 1, 2021. Anthem Blue Cross will be administering the EAP for the Trust.

Effective August 1, 2021, the Trust shall provide benefits through an Employee Assistance Plan administered through Anthem Blue Cross.

SERVICES THAT ARE COVERED UNDER THE EAP

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

1. Counseling Sessions: Up to 6 counseling sessions per unique presenting problem, per 12-month period, per initial term and per renewal term, per EAP Participant. Counseling sessions shall be per unique presenting problem for issues or concerns directly impacting the EAP Participant. Counseling sessions are provided when the EAP assessment reveals that the presenting problem has a reasonable and likely chance of improving as a result of short-term, counseling that is focused on problem resolution. Notwithstanding any provisions to the contrary, covered EAP Services do not include any counseling sessions beyond the limit noted above.
2. Referral to appropriate healthcare benefit and/or clinical resources in the community in situations where the EAP Participant's presenting problem warrants long-term treatment, hospitalization or a more specialized level of care.
3. 24 hours per day, 7 days per week, 365 days per year, toll-free telephone access to a licensed EAP Consultant.

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

SERVICES THAT ARE NOT COVERED UNDER THE EAP

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

1. EAP counseling and legal consultation for the same problem or situation more than once within a 12-month period following the initial date of service.
2. Any services or benefits covered under the EAP Participant's group health benefit/insurance plan.
3. Any hospital, medical, surgical, or any other health care services provided for any condition.
4. Prescription or non-prescription drugs or medications, cosmetics, dietary supplements, health or beauty aids.
5. Evaluations or reports for a legal proceeding.
6. Fitness-for-Duty evaluations.
7. Authorizations for an employee to take a leave of absence or time off from the workplace.

8. Counseling mandated by a court of law or government agency.
9. Specialized treatment or evaluations required as a condition of parole, probation, custody, visitation or forensic evaluations.
10. Determinations or reports related to the Family Medical Leave Act or Short/Long Term Disability.
11. Any onsite service where the safety of the provider would be considered at risk.
12. Expenses related to US Department of Transportation Substance Abuse Professional (SAP) services.

YOUR FINANCIAL RESPONSIBILITY

Prepayment Fee:

The Trust is responsible for paying the charges for your coverage.

No Separate Charge:

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

Important Note:

When an EAP Practitioner recommends a service or resource it does not mean or imply that the service is a covered expense. Any services that are recommended by an EAP Practitioner that fall outside of the scope of the EAP Services covered under this benefit must be obtained through the Trust's medical plan provider, Kaiser Permanente Health Plan. Call the Trust if you have any questions regarding whether services are covered.

HOW COVERAGE ENDS

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

CONTINUATION OF CARE

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

CONTACT ANTHEM BLUE CROSS

Anthem Blue Cross is here to help you. Call Anthem Blue Cross if:

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

Telephone: 1-800-999-7222
Mail: Anthem EAP
9655 Granite Ridge Drive, 6th Floor
San Diego, California 92123
Website: www.anthemeap.com

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

SECOND OPINIONS

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

If you have questions about eligibility for EAP benefits, please call the Trust offices at (619) 358-8145.

