

UNIVERSITY OF MISSOURI SYSTEM

Employee Assistance Program Plan SPD

Effective July 1, 2023



The Curators of the University of Missouri ("Plan Sponsor") provides an Employee Assistance Program (the "EAP") for the benefit of its employees and their household members. This Plan, or the EAP may be modified, amended or terminated by the Plan Sponsor at any time. This document has been written so that it is not just a summary of EAP benefits, but also the plan document, which together with the underlying EAP Contract between the Plan Sponsor and Optum, can be used to understand and administer the benefits provided by the EAP.

This SPD is designed to meet your information needs. It supersedes any previous printed or electronic SPD for this Plan. The terms of this Plan may not be amended by oral statements made by the Plan sponsor, the claims administrator or any other person. In the event an oral statement conflicts with any term of the Plan, the Plan terms will control.

It's important for you to have a good understanding of all this Plan has to offer. Please review this SPD carefully. If you have questions, contact the HR Service Center (umurl.us/HRSC).

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Introduction

The Employee Assistance Program (EAP) is an employer-sponsored benefit that provides you and members of your household no-cost support and resources for life's everyday challenges. The EAP offers free, short-term, confidential counseling sessions with licensed professional clinicians, as well as help with community resources. It is a continuum of tools, resources and counseling services to support emotional wellness, the ability to successfully handle life's stresses and to adapt to change and difficult times (building resilience, reducing stress, getting quality sleep, strengthening social connections, coping with loss, and being mindful. This summary is designed to give you an overview of the major points of the Plan.

Am I eligible the EAP services?

EAP is available to employees of The Curators of the University of Missouri. Employees are eligible to receive EAP services as of their first day of work.

Are members of my family eligible?

Your family members who reside in your household are also eligible for EAP services during the same period you are eligible for EAP services. Family members include your spouse, children, or other members of your household.

Who pays for services?

The Plan Sponsor pays the full cost for EAP services. You are not required to make any payment for the services provided by the EAP.

What does the EAP cover?

All programs offer licensed professional clinicians at no cost for support, guidance, and resources to help you navigate small questions and big problems related to a range of issues, including:

- Stress, anxiety and depression
- Relationship problems
- Grief and loss
- Parent and family issues

How do I access the EAP services?

Systemwide

Optum's Live and Work Well program offers services to all UM employees (faculty and staff) and their household members, regardless of your work location. For more information, visit <https://umurl.us/EAP>.

Columbia

MU's in-house program offers EAP services to MU, MUHC and UM System employees (faculty and staff) and their household members. For more information, visit <https://umurl.us/EAP>.

Rolla

ComPsych's GuidanceResources program offers EAP services to Missouri S&T employees (faculty and staff) and their household members. For more information, visit <https://umurl.us/EAP>.

Are there Plan Limitations?

Your EAP does not provide or pay for:

- Psychological testing or other psychiatric services
- Education testing
- Medical care, including services for a condition that requires psychiatric treatment

- Inpatient, partial hospitalization, or intensive outpatient treatment
- Services by providers who are not part of the Optum EAP provider network, or part of the MU in-House Program, or ComPsych at Rolla.
- EAP sessions that were not accessed through Optum EAP's toll-free telephone number or through Local Resources.
- Pharmaceutical care, medication, or medication management. If you have any condition for which medication is required, you must see a doctor to prescribe the medication and oversee your use of the medication.
- Court-mandated counseling, evaluations required by a state or federal judicial officer or other governmental official or agency or to be used in legal actions of any kind (for example, child custody proceedings)
- Testimony in legal proceedings, creation of records for legal proceedings or other preparation for legal proceedings
- Guidance on workplace or legal issues when you sue, or threaten to sue, the Plan Sponsor
- Any counseling services past 8 visits for any issue in a single 12-month period
- Tax preparation services or comprehensive tax preparation assistance

Is the EAP confidential?

The EAP is designed as a confidential program and the EAP is committed to protecting your privacy. The discussions you have with your EAP counselor will not be disclosed to anyone without your written consent, except in the specific instances required or permitted by law (for example, where child abuse or elder abuse must be reported). You are encouraged to discuss the rules of confidentiality (and the exceptions) directly with your EAP counselor. A statement describing the EAP's policies and procedures for preserving the confidentiality of your EAP records is available in the Privacy and Security of Health Information section of this Plan Document. This EAP provides information to the Plan Sponsor to be used in the administration of the benefit for functions such as billing and program performance monitoring. This EAP may provide information to the Plan Sponsor's health plan data analysts to use in the administration of the benefit for functions such as payments, program performance monitoring, and health care operations.

How do I file a complaint?

If you have any complaints about services under the EAP, or you believe you have been improperly denied eligibility to use the EAP, you can contact the [HR Service Center](#).

When does my coverage end?

Your coverage and the coverage of your family members will end on the earliest of:

- For you and your family members, after your termination of employment for any reason or after your employment position or status changes so that you are no longer eligible under the EAP;
- For your family members, after they cease to be your eligible family member;
- For you and your family members, the date specified in any EAP plan or contract amendment resulting in loss of eligibility; or
- For you and your family members, the date the EAP is terminated

You may be able to continue the EAP coverage through COBRA. See *Continuation of the EAP services (COBRA)*.

Continuation of the EAP services (COBRA)

EAP coverage continues for you and family members residing in your household for the length of your continued healthcare coverage under COBRA.

Federal law (Consolidated Omnibus Reconciliation Act) requires the Plan to offer covered employees and dependents the opportunity to continue Medical, Dental and Vision Plans when coverage ends for certain specified reasons. The following provisions outline the requirements for continued coverage in accordance with

the law. These provisions apply only to the extent that the required period of continued coverage has not already been provided under other plan provisions.

Eligibility for continued coverage

An employee and covered dependents may continue coverage under COBRA for up to eighteen (18) months if coverage ends because of either a reduction in the number of hours worked or termination of employment for any reason other than gross misconduct.

Dependents may continue their coverage under COBRA for up to thirty-six (36) months if their coverage ends for any of the following reasons:

- divorce or legal separation from the employee
- the death of the employee
- the dependent child reaches the limiting age or otherwise ceases to qualify as a dependent under the Plan

These periods of continued coverage begin on the date of the event that caused loss of coverage (for instance, the date you leave the company or the date a dependent becomes ineligible).

In no event will more than a total of thirty-six (36) months of continued coverage be provided to any individual, even if more than one of the above events occur.

Continued coverage ends automatically if any of the following occur:

- the cost of continued coverage is not paid on or before the date it is due
- an individual becomes covered under another group plan, unless coverage under the other plan is limited due to the individual's pre-existing condition
- an individual becomes entitled to Medicare
- the Plan terminates for all employees
- the applicable maximum coverage period ends

Extension of maximum coverage period

Disabled individuals — An exception applies if an employee or a dependent is determined to be totally disabled during the first sixty (60) days of continued COBRA coverage due to a reduction in hours worked or termination of employment. The maximum coverage period for the disabled individual will be twenty-nine (29) months, rather than eighteen (18) months. In order to be eligible for the extended period, the disabled individual must meet the definition of disability under the Social Security Act and notify the University during the first eighteen (18) months of continued coverage and within sixty (60) days after the date of determination of disability has been made by Social Security. The disabled individual is required to notify the University within thirty (30) days after any final determination by the Social Security Administration that the individual is no longer disabled.

Dependents of an employee entitled to Medicare — If an employee becomes entitled to Medicare, the maximum coverage period for dependents will not end until at least thirty-six (36) months after the date on which the employee became entitled to Medicare.

Divorced or widowed spouse, sponsored adult dependents at least age 55 — Coverage can continue beyond the COBRA period if the continuation coverage under the Plan expires when a divorced or widowed spouse or sponsored adult dependent is at least age 55. Coverage can continue for the spouse, sponsored adult dependent, and eligible dependents until the spouse or sponsored adult dependent reaches age 65.

Application for continued coverage

When the HR Generalist or HR Service Center is notified that one of these events has happened, you will be sent an election form notifying you of the conditions that apply to continued coverage. However, in the event

you become divorced, terminate your sponsored adult dependent partnership or legally separate, or when your dependent child no longer qualifies as a covered dependent under the Plan, you or your covered spouse or sponsored adult dependent or your covered child must notify the HR Generalist or HR Service Center within sixty (60) days. If you fail to do this, your dependent's rights to continued coverage will be forfeited.

Continued coverage is not automatic. You must submit the completed election form within sixty (60) days from the later of the following dates:

- the date you cease to be eligible under the group Plan
- the date you receive the election form

Cost of continued coverage

Any person who elects to continue coverage under the Plan must pay on a monthly basis the total cost of that coverage plus any additional amount permitted by law. Your first payment for continued coverage must be made within forty-five (45) days of the date you sign the election form. Your payment must be sufficient to pay the applicable costs, retroactive to the day following the event which caused coverage to end.

Benefits under continued coverage

Continued coverage will be exactly the same coverage you or your dependent would have been entitled to if your employment or their dependent status had not changed. Any future changes in the benefits or cost of coverage for the Plan also will apply to you.

Privacy and Security of Health Information

General Information

Plan Name: University of Missouri Employee Assistance Program

Plan Sponsor: The Curators of the University of Missouri

Plan Administrator: University of Missouri Benefits

Questions: please contact Carol Wilson, Privacy Officer, 1-800-488-5288

Definitions

All terms not specifically defined in this Section shall have the meaning ascribed to them in the Privacy Rule and the Security Rule.

- **Breach Notification Rule:** the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.
- **Business Associate:** a person or entity who performs services for the Plan involving the use or disclosure of individually identifiable health information, as defined in 45 CFR Section 160.103.
- **HIPAA:** the Health Insurance Portability and Accountability Act of 1996, as amended.
- **Plan Sponsor:** The Curators of the University of Missouri.
- **Privacy Rule and Security Rule:** HIPAA's implementing regulations at 45 CFR Parts 160, 162, and 164.
- **Protected Health Information ("PHI"):** individually identifiable health information as defined in 45 CFR Section 160.103.
- **Summary Health Information:** information that summarizes the claims history, expenses, or types of claims by individuals for whom the Employer provides Benefits under the Plan, as such information is defined in the Privacy Rule.
- **Workforce Members:** For purpose of this attachment, "workforce members" means UM System HR's employees, volunteers, trainees, students, and other persons whose conduct, in the performance of work for the Plan Sponsor, is under the direct control of Plan Sponsor, whether or not they are paid for that work by the UM System HR.'

Plan Sponsor's Certification of Compliance

Neither the Plan nor any health insurance issuer or Business Associate servicing the Plan will disclose Plan Participants' PHI to the Plan Sponsor unless the Plan Sponsor certifies that the Plan Documents have been amended to incorporate this Section and agrees to abide by this Section.

Purpose of Disclosure to Plan Sponsor

- a. The Plan and any health insurance issuer or Business Associate servicing the Plan will disclose Plan Participants' PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out plan administration functions for the Plan not inconsistent with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing Regulations (45 CFR Parts 160-164). Any disclosure to and use by the Plan Sponsor of Plan Participants' PHI will be subject to and consistent with the provisions of this Section.
- b. Neither the Plan nor any health insurance issuer or Business Associate servicing the Plan will disclose Plan Participants' PHI to the Plan Sponsor unless the disclosures are explained in the Notice of Privacy Practices distributed to the Plan Participants by the Plan.
- c. Neither the Plan nor any health insurance issuer or Business Associate servicing the Plan will disclose Plan Participants' PHI to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- d. The Plan may disclose Summary Health Information to Plan Sponsor.
- e. The Plan may disclose to Plan Sponsor information on whether an individual is participating in the Plan, or is enrolled or has disenrolled from a particular coverage option within the Plan.

Restrictions on Plan Sponsor's Use and Disclosure of PHI

- a. The Plan Sponsor will neither use nor further disclose Plan Participants' PHI, except as permitted or required by the Plan Documents, as amended, or required by law.
- b. The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides Plan Participants' PHI agrees to the restrictions and conditions of the Plan Documents, including this Section, with respect to the Plan Participants' PHI.
- c. The Plan Sponsor will not use or disclose PHI that is Genetic Information about an individual for underwriting purposes. The term "underwriting purposes" includes determining eligibility for Benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.
- d. The Plan Sponsor will not use or disclose Plan Participants' PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- e. The Plan Sponsor will comply with the requirements of the HITECH Act and its implementing regulations to provide notification to affected individuals, HHS, and the media (when required) if the Plan Sponsor or one of its Business Associates discovers a breach of unsecured PHI.
- f. The Plan Sponsor will report to the Plan any use or disclosure of Plan Participants' PHI that is inconsistent with the uses and disclosures allowed under this Section promptly upon learning of such inconsistent use or disclosure.
- g. The Plan Sponsor will consider requests by a Plan Participant to restrict uses and disclosures of the Participant's PHI to carry out treatment, payment, or health care operations, or restrict uses and disclosures to the Participant's family members, relatives, friends or other persons identified by the Participant who are involved in care or payment of care. Except as otherwise provided, the Plan Sponsor is not required to agree to the Plan Participant's request; however, if the Plan Sponsor does agree to the request, the request will be honored until the Plan Participant revokes it, or until the Plan Sponsor notifies the individual that the Plan Sponsor will no longer honor the request. The Plan Sponsor must comply with the restriction request if: (1) except as otherwise provided by law, the disclosure is to the health plan for purposes of carrying out payment or health care operations (and is not for the purposes of carrying out treatment); and (2) the PHI pertains solely to a health care item or service for which the Health Care Provider involved has been paid out-of-pocket in full.
- h. The Plan Sponsor will make PHI available to the Plan Participant who is the subject of the information in accordance with 45 CFR Section 164.524.
- i. The Plan Sponsor will make Plan Participants' PHI available for amendment, and will on notice amend Plan Participants' PHI, in accordance with 45 CFR Section 164.526.

j. The Plan Sponsor will track disclosures it may make of Plan Participants' PHI so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with 45 CFR Section 164.528 and the HITECH Act and its implementing regulations.

k. The Plan Sponsor will make available its internal practices, books and records, relating to its use and disclosure of Plan Participants' PHI, to the Plan and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164.

l. The Plan Sponsor will, if feasible, return or destroy all Plan Participant PHI, in whatever form or medium, including any electronic medium under the Plan Sponsor's custody or control, received from the Plan, including all copies of any data or compilations derived from and allowing identification of any Participant who is the subject of the PHI, and retain no copies of such information when the Plan Participants' PHI is no longer needed for the purpose for which the disclosure was made. If it is not feasible to return or destroy all Plan Participant PHI, the Plan Sponsor will limit the use or disclosure of any Plan Participant PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.

Adequate Separation Between the Plan Sponsor and the Plan

a) The following classes of employees or other Workforce Members under the control of the Plan Sponsor may be given access to Plan Participants' PHI received from the Plan or a health insurance issuer or Business Associate servicing the Plan:

- 1) any employee who serves as the Plan Administrator;
- 2) any employee who serves as a Plan fiduciary; and
- 3) any employee who performs functions related to the Plan, including but not limited to human resources, audit, legal, accounting and systems personnel.

This list includes every class of employees or other Workforce Members under the control of the Plan Sponsor who may receive Plan Participants' PHI relating to payment under, health care operations of, or other matters pertaining to the Plan in the ordinary course of business.

b) The classes of employees or other Workforce Members identified in paragraph 5(a) of this Section will have access to Plan Participants' PHI only to perform the plan administration functions that the Plan Sponsor provides for the Plan.

c) The classes of employees or other Workforce Members identified in paragraph 5(a) of this Section will be subject to the Plan Sponsor's disciplinary policies and procedures up to and including termination of employment or affiliation with the Plan Sponsor, for any use or disclosure of Plan Participants' PHI in breach or violation of or noncompliance with the provisions of this Section to the Plan Documents. Plan Sponsor will promptly report any such breach, violation or noncompliance to the Plan, as required by paragraph 4(d) of this Section, and will cooperate with the Plan to correct the breach, violation or noncompliance, to impose appropriate disciplinary action or sanctions on each employee or other workforce member causing the breach, violation or noncompliance, and to mitigate any deleterious effect of the breach, violation or noncompliance on any Plan Participant, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance.

Disclosures by Others to the Plan Sponsor

The Plan Sponsor shall be entitled to receive PHI from:

- a) the Plan;
- b) any Business Associate of the Plan;
- c) any person or entity that contracts with such Business Associate;
- d) any person or entity that contracts with the Plan Sponsor to provide services to or on behalf of the Plan;
- e) any health insurer or health insurance issuer or HMO that provides health Benefits coverage or services to or on behalf of the Plan;
- f) any health care clearinghouse that provides services to or on behalf of the Plan or with respect to Plan Participants; and
- g) any other person or entity that maintains, or has the authority to direct the disclosure of, PHI related to any Plan Participant.

Permitted and Required Uses and Disclosures of PHI

- a) Permitted Uses and Disclosures. The Plan Sponsor is and shall be entitled to use and disclose any PHI obtained pursuant to this Section only for the purposes of plan administration functions.
- b) Required Uses and Disclosures of PHI:

The Plan Sponsor shall be required to use and/or disclose PHI:

- 1) to an individual, when requested under, and required by 45 CFR Section 164.524, in order to provide an individual with access to their own PHI;
- 2) to an individual, when requested under, and required by 45 CFR Section 164.528, in order to provide an individual with an accounting of disclosures of that individual's PHI; and
- 3) when required by the Secretary of the Department of Health and Human Services or those acting under the authority or at the direction of the Secretary to investigate or determine the Plan's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule.

Prohibited Uses and Disclosures of PHI

The Plan Sponsor shall not be entitled to use or disclose PHI for any purpose for which use and disclosure is not expressly allowed under this Plan Document, including but not limited to:

- a) using or disclosing PHI other than as permitted or required under this document or applicable law, or in a manner inconsistent with the Privacy Rule or Security Rule; and
- b) taking adverse employment action against any Plan Participant who is an employee of Plan Sponsor, except with respect to any fraud or unlawful act related to the Plan and committed or reasonably suspected to have been committed by such person; and
- c) using or disclosing PHI that is genetic information for underwriting purposes.

Minimum Necessary

When using or disclosing PHI or when requesting PHI from another party, the Plan Sponsor must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure, and limit any request for PHI to the minimum necessary to satisfy the purpose of the request.

Security Provisions

- a) Plan Sponsor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- b) Plan Sponsor will ensure that the adequate separation required by Section 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
- c) Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
- d) Plan Sponsor will report to the Plan any security incident of which it becomes aware.

Mitigation

- a) In the event of noncompliance with any of the provisions set forth in this Section, the HIPAA Privacy Officer or Security Officer, as appropriate, will address any complaint promptly and confidentially. The HIPAA Privacy Officer or Security Officer, as appropriate, first will investigate the complaint and document the investigative efforts and findings.
- b) If PHI, including Electronic PHI, has been used or disclosed in violation of the Privacy Policy or inconsistent with this Section, the HIPAA Privacy Officer and/or the Security Officer, as appropriate, shall take immediate steps to mitigate any harm caused by the violation and to minimize the possibility that such a violation will recur.

Breach Notification

Following the discovery of a Breach of unsecured PHI, the Plan shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR § 164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR § 164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Plan shall notify the media in accordance with 45 CFR § 164.406.

"Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.