



**NASHVILLE ELECTRIC SERVICE**

**EMPLOYEE ASSISTANCE**  
**PROGRAM (EAP)**

**SUMMARY PLAN DESCRIPTION**

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## **SCHEDULE OF BENEFITS**

**LIFETIME COVERAGE:** The benefits described herein are considered Essential Health Benefits and the lifetime maximum benefit is unlimited.

**PERCENTAGE PAYABLE:** The following percentages are paid for reasonable and customary charges:

Network providers and out-of-network professional charges incurred during a visit to an in-network facility under this Plan

- 85% - NES
- 15% - Employee/Retiree and covered Dependents on the Plan

Out-of-network providers under this Plan

- 65% - NES
- 35% - Employee/Retiree and covered Dependents on the Plan

**ELIGIBILITY:** The following are eligible under this Plan as defined in the Benefit Eligibility Definitions:

- Full-time Employees and Retirees
- Employee's /Retiree's covered Dependents
- Survivors

**PROBATIONARY PERIOD:** Employees and their Dependents are not eligible for EAP benefits until successful completion of the Employee's six month probationary period.

## **BENEFIT ELIGIBILITY DEFINITIONS**

The following individuals, as defined below, are eligible for benefits under the Plan:

### **EMPLOYEE**

A regular full-time Employee is eligible for coverage under the Plan if such Employee is working full-time for NES and has successfully completed the 6 month probationary period.

NES in accordance with the Rules for Employees of the Electric Power Board of Metropolitan Government Civil Service and Pension Board, or a resolution of the Electric Power Board, can waive the employment eligibility period.

### **DEPENDENT**

The following Dependents of an Employee are eligible for coverage:

1. A spouse of the Covered Employee (who is legally married in accordance with Tennessee law and who is not legally separated). NES will require a copy of the marriage certificate.
2. A child who is the Employee's natural child, legally adopted child, foster child, stepchild or who is in the Employee's legal guardianship or for whom the Employee is guardian pursuant to an interlocutory order of adoption and who is under age 18 at the time of placement (Coverage eligibility begins from time of placement in the home for adoption whether or not the adoption proceedings have been completed) and is under the age of 26.
3. "Child" also includes:

- a. A child who is an eligible Dependent Child of the non-custodial parent pursuant to medical child support order that has been issued by a Tennessee court in accordance with Title IV-D of the Social Security Act as set forth under the laws of Tennessee. Notwithstanding any Plan provision to the contrary, the medical child support order entitles such child to Coverage under the Plan, and such entitlement applies even if: (a) such child does not reside with the Covered Employee or is not Dependent on the Employee for support; and (b) the Employee has not previously enrolled for Coverage under the Plan or does not have legal custody of the child. Such Dependent Child will be subject to the Dependent Limiting Age, if applicable, under this Plan.
- b. An unmarried child who is over the Dependent Limiting Age of the Plan and otherwise meets the definition of a Dependent Child and who is permanently disabled upon attainment of the Dependent Limiting Age. The Dependent Child must be incapable of self-sustaining employment by reason of mental retardation or mental or physical handicap and primarily dependent upon the Covered Employee for support and maintenance. The Covered Employee must make application for continuation of Coverage to the Employer within 31 calendar days after the Dependent Child reaches the Dependent Limiting Age. Such application shall include proof satisfactory to the Employer of the Dependent Child's incapacity and dependence upon the Covered Employee.

Evidence in the form of official documents may be required by NES to verify the eligibility of a Dependent child for coverage.

All documents necessary to add a new Dependent must be submitted to NES' Compensation & Benefits Section within 31 calendar days of the qualifying event.

**RETIREE**

A former NES Employee who is officially retired from NES and is receiving retirement pension benefits.

**RETIREE'S SPOUSE**

A spouse (if not legally separated) of an NES Retiree as defined above.

**SURVIVING DEPENDENT**

A spouse or biological or adopted Dependent child who otherwise meets the definition and eligibility criteria for a Dependent, and who is eligible for continued coverage following the death of the Covered Employee or Covered Retiree.

**BENEFIT EFFECTIVE DATES**

**COVERAGE**

Coverage under this Plan will become effective on the first day after successful completion of the Employee's probationary period.

## TERMINATION OF COVERAGE

1. An Employee's coverage will terminate under this Plan upon:
  - a. the date NES stops offering this benefit.
  - b. the date the Employee is terminated from employment. (NES may at its discretion extend the coverage)
  - c. the date that the Plan is terminated.
  
2. A Dependent's coverage will terminate upon:
  - a. the date the Employee's coverage under this Plan terminates.
  - b. the date the Employee's spouse ceases to be that Employee's legal spouse.
  - c. the date the Employee's children cease to meet eligibility requirements.
  - d. the date of termination of all Dependents' coverage under the Plan.
  - e. the date the Dependent is on active duty with any branch of the military.
  - f. the date the spouse becomes married to another except for the Employee's death in the line of duty.
  - g. the date the Employee requests, and employer approves, Dependent removal from this Plan.
  
3. A Retiree's coverage will terminate upon death.
  
4. A Retiree's spouse's coverage will terminate:
  - a. upon death
  - b. the date the Retiree requests, and employer approves, removal from this Plan.
  - c. the date the Retiree's spouse ceases to be that Retiree's legal spouse.
  - d. the date the Retiree's spouse becomes married to another except for the Employee's death in the line of duty.

## BENEFIT DESCRIPTION

If in accordance with the EAP, the EAP Counselor recommends that a Covered Participant undergo a specific course of treatment and such Covered Participant agrees to undergo the specified course of treatment, then this Plan will pay for eligible expenses listed below, subject to the percentage payable set forth in the SCHEDULE OF BENEFITS. Cost for any coinsurance will be the sole responsibility of the Covered Participant.

The EAP offers both counseling and treatment services to a Covered Participant.

### COUNSELING SERVICES

This is a free service to any Covered Participant who contacts an EAP Counselor. The number of counseling sessions may be limited.

### TREATMENT SERVICES

Counseling alone is sometimes not sufficient for the Covered Participant. If in accordance with the EAP, the EAP Counselor recommends that a Covered Participant undergo a specific course of treatment and if such Covered Participant agrees to undergo the specified treatment, the charges for such treatment will be handled as specified in the Benefit Description of this Plan.

**NOTE:** Employees, Retirees and/or their Dependents that do not participate in the Plan are not covered for treatment services under the EAP and billing for such services are not payable by NES. The Employee should consult the carrier of other health plan benefits in which they participate regarding coverage and limits for treatment services recommended by the EAP Counselor.

**GENERAL PROVISIONS**

Eligible Expenses which are incurred by a Covered Participant only include charges for treatment that are not in excess of the Provider’s Reasonable and Customary Charges which include:

1. Charges for a course of treatment as recommended by the EAP Counselor. Such course of treatment must be conducted in an approved treatment center listed in NES’ medical preferred provider network in order for the eligible charges to be considered as in-network.
2. Charges for room and board (and counseling if applicable) at a halfway house which has been recommended by an approved treatment center, or by the EAP Counselor.
3. Inpatient or outpatient treatment, as recommended by the EAP Counselor.

**BENEFIT EXCLUSIONS AND LIMITATIONS**

1. No benefits will be paid for expenses incurred for the treatment of alcohol, drug or any other substance abuse if not recommended and approved by the EAP Counselor or Substance Abuse Professional (SAP) if appropriate.
2. The fact that an individual is covered under this Plan does not create the obligation to pay where such obligation would not otherwise have existed.
3. Charges that exceed the Reasonable and Customary Charges for services performed or supplies furnished.

**DEFINITIONS**

**COINSURANCE** means a percentage of the Provider’s Reasonable Charge that a Covered Participant pays for Covered Services. The percentage of the Provider’s Reasonable Charge that the Employer pays for Covered Services is referred to as the Plan’s Coinsurance.

**COVERED PARTICIPANT** means the Employee of the Employer who has satisfied the eligibility requirements under the Plan and has enrolled for Coverage under the Plan, and unless specifically stated otherwise, includes a Retiree who meets the eligibility requirements and who has enrolled for continued Coverage under the Plan as a Retiree.

**COVERED SERVICES** means services or supplies which are considered eligible for payment under this Plan.

ELIGIBLE EXPENSES means expenses for Covered Services which are incurred by a Covered Participant. Eligible Expenses do not include expenses in excess of the Provider's Reasonable Charge.

ELIGIBLE DEPENDENT means a child or spouse of the Covered Participant who meets the eligibility requirements of Dependent as described under Benefit Eligibility Definitions.

REASONABLE AND CUSTOMARY CHARGES is the name for the method used by the Plan for determining the maximum amount of charges to consider in determining benefit payments for Providers under the Plan. These charges are the fee assessed by a Non-Preferred Provider for a service, treatment or supply which shall not exceed the general level of charges assessed by Providers rendering the same type of service, treatment or supplies. This fee is established using historical data collected for charges by Providers within specific geographic areas for the same or similar services, treatment or supplies. The data may be supplemented with information provided by independent research firms who specialize in the collection of Provider charge data. Unusual circumstances that reasonably require additional time, skill or experience for a Provider's service, are taken into consideration by the Plan and may result in reimbursement of an amount above the reasonable and customary maximum but not exceeding the actual charge. This definition does not apply to Preferred Providers (PPO Network).