

Corporate Background

Mazzitti & Sullivan EAP Services is an organizationally separate division of Mazzitti & Sullivan Counseling Services, Inc. The EAP division has its own dedicated staff, telephonic and database systems, operating policies, and procedures. Our main office is located at:

Mazzitti & Sullivan EAP Services
479 Port View Drive, Suite C30
Harrisburg, PA 17111

Telephone: 800-543-5080
Fax: 717-561-1125

Executive Director of EAP: Charles R. Mazzitti

Mazzitti & Sullivan Counseling Services was founded in 1983 by Chuck Mazzitti and Andy Sullivan out of a common desire to help people in their time of need. In 1984, they created Mazzitti & Sullivan EAP Services in response to a growing need for Employee Assistance Programs in Central Pennsylvania and incorporated the business in 1990. In April of 2016, Mazzitti & Sullivan joined Pyramid Healthcare Inc., the largest behavioral health provider in the state of Pennsylvania, providing services to Pennsylvania, New Jersey, and North Carolina. This has increased resources and options for our clients exponentially.

Our history is rooted in outpatient clinical services with our future is focused on workplace culture, employee engagement, and overall employee wellbeing. This unique experience and approach provides us with in-depth knowledge of mental and behavioral health and wellbeing in the current and future workforce. As a result, our priorities center on individual client care, service delivery, and innovative, successful outcomes. We have found that by concentrating on these areas, our business has grown, our reputation has grown, and we encounter an increasing number of opportunities for success.

Our commitment to individualized services and excellent customer service has led to numerous Employee Assistance Program models for the employers with whom we contract, as well as expand our other services to include Pre-Employment Assessments, Job Matching, Succession Planning, Employee/Management Coaching, Exit Interview Services, and increase the different ancillary services that we include with every EAP contract. We actively seek feedback from our clients to ensure we are exceeding their needs and we are on the forefront of EAP services. In the area of employee assistance, we have experienced steady growth over the years, and today our agency manages approximately 220 different EAP contracts.

RESPONSIBILITIES OF THE EVALUATOR & REFERRAL PROTOCOL

- 1) The Evaluator will receive a referral (by phone, email, or fax) from a representative of Mazzitti & Sullivan EAP Services. The EAP Client Solutions staff will serve as the evaluator's point of contact and any EAP staff member can provide assistance. In most cases, the client will contact the Evaluator to schedule an appointment. There are times, however, when the evaluator will be instructed to call the client.
- 2) The Evaluator will schedule a face-to-face evaluation with the client, preferably within three (3) working days from the time of initial contact. Exceptions to this timeframe pertain to holidays, vacation, or specific requests for a certain counselor or evening appointment. If the Evaluator is unable to schedule the client within this timeframe, and the client is willing to wait, we would not consider you in breach of. If the client does not wish to wait, he or she is welcome to call Mazzitti & Sullivan back and obtain a referral to another agency. If the client requests an appointment beyond three working days, the evaluator should proceed with scheduling and inform the EAP Client Solutions team of the client's preference and appointment information.
- 3) If the client requires an emergency evaluation, the evaluator needs to schedule an appointment to be held with 24 hours of the initial contact. **If the evaluator cannot schedule the emergency appointment, the Client Solutions team should be notified immediately.**
- 4) The evaluator will contact the EAP Client Solutions team to confirm the date and time of the scheduled evaluation. During non-business hours, call the 800 number and specify that you want to leave a message of a routine nature; then give the client name and relevant appointment information.
- 5) Prior to the evaluation session, the evaluator should explain the **EAP Information and Consent Form** to the client(s). Explain to the client that his/her signature on this form is necessary for you (evaluator) to receive payment for the session(s) as well as to give permission to release necessary information back to the EAP Client Solutions team. ***It is not a consent to release information to the employer or other outside party.*** Clients must sign the **EAP Information and Consent Form** if they are to receive services through the EAP. The client may sign this form but choose not to be contacted for follow-up by the EAP. They may leave this bottom area blank if they so choose. If the client refuses to sign the form, the evaluator will inform the client that the evaluation cannot take place and that the client will not be able to utilize EAP benefits. In this situation, the EAP **will** pay you for the session. Submit the **EAP Invoice** to the EAP and check the box at the bottom indicating "(client refused to sign Info & Consent Form)."
- 6) After the initial evaluation, the evaluator will submit the **EAP Information and Consent Form** to Mazzitti & Sullivan EAP Services. This form **must** be received before the provider can be reimbursed for the first session.

- 7) Upon completion of the EAP-authorized session(s):
- a) The evaluator must complete the **EAP Summary Report Form** and return to the EAP via fax, email, or mail. This form **must** be received before the provider can be reimbursed for subsequent sessions (up to the authorized number of sessions).
 - b) If the evaluator does not recommend continued treatment for the client beyond the authorized EAP sessions, check the box indicating that the client used EAP Sessions **ONLY**.
 - c) If the client is being referred for additional services, the evaluator should provide the client with at least two (2) referral options (the evaluator may self-refer if appropriate). In presenting the options, evaluator needs to consider the client's ability to pay.
 - d) If the evaluator recommends alcohol, drug, mental health and/or psychiatric services beyond the EAP sessions, he/she must utilize appropriate placement criteria to determine the level of treatment.
 1. If the client has insurance, refer the client, as appropriate, to an in-network provider, Gatekeeper, or Primary Care Physician. Self-referrals are permitted, if appropriate.
 2. If uninsured, utilize the local county drug and alcohol or community mental health system; refer to a local agency which works on a sliding fee scale; or, refer as self-pay, providing information about the costs related to this option.
- 8) The Evaluator will assist the client in contacting and arranging an appointment with the agency to which the client is referred.
- 9) If the client has not contacted the evaluator for sixty (60) days or more, and has not used all of his or her authorized EAP sessions, please discharge the client and complete the **EAP Summary Report Form**, and return it to the EAP. This information is only used for statistical reporting purposes, as well as follow-up with the client.
- 10) The Evaluator agrees not to contact a client's employer and/or supervisor without consulting and receiving the approval of Mazzitti & Sullivan EAP Services, as well as written consent from the client.
- 11) The evaluator must consult with the EAP Client Solutions team if unusual circumstances or problems occur with the client and/or referral process.
- 12) The **EAP Invoice** may be submitted via fax to 717-561-1125, emailed to info@mseap.com, or mailed to the following address. Please note that invoices submitted after one year from the client's final EAP visit will not be accepted.
- Mazzitti & Sullivan EAP Services**
479 Port View Drive, Suite C-30
Harrisburg, PA 17111
- 14) The Evaluator agrees to accept **the agreed upon sum as full payment for each evaluation session**. The client should **not** be charged for services rendered as part of the EAP referral.

LIABILITY

Hold Harmless Clause—The Evaluator agrees to indemnify, defend and save harmless Mazzitti & Sullivan EAP Services, their partners, agent and employees, for any and all claims and losses accruing or resulting to any and all contractors, their employees and/or agents, and any other persons involved in the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Evaluator in the performance of the agreement.

The Evaluator will indemnify Mazzitti & Sullivan EAP Services and hold them harmless from any and all losses, claims, attorney fees, cost or damage resulting from any:

- A) Breach of the agreement by the Evaluator;
- B) Professional error or omission by the Evaluator or its employees, servants, agents, contractors or Board of Directors;
- C) General public liability claims arising in connection with business or the business activities of the Evaluator, which pertains to the agreement.

Mazzitti & Sullivan EAP Services also agrees to hold the Evaluator harmless in return.

Covenant Against Referral Fees or Fee Splitting—The Evaluator agrees that no employee, board member or representative of a Treatment Agency, either personally or through an agent, shall solicit the referral of clients to any facility in a manner which offers or implies an offer or rebate or fee-splitting inducements to persons referring clients. This applies to contents of fee schedules, billing methods or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives.

This agreement shall not be construed as creating an Employer/Employee relationship between Mazzitti & Sullivan EAP Services and the contractor. The Contractor Evaluator shall, for all purposes, be an independent contractor responsible for all taxes, insurance and licenses as required.

The Evaluator agrees to carry current liability insurance in the amount equal to or in excess of \$1,000,000.00 per occurrence (combining policies is permitted), which shall cover all risks pertinent to this agreement. The Evaluator shall provide Mazzitti & Sullivan EAP Services with a copy of the front page of the said policy within 30 days of this agreement, as well as when the policy is revised or renewed.

REIMBURSEMENT & PROCEDURE

Mazzitti and Sullivan shall be responsible for initiating contact (referral) to the Evaluator, and for receiving forms and information following evaluation and referral and for providing follow-up contacts with the client(s) and, where appropriate, with the supervisor(s).

Reimbursement shall occur on a monthly basis, provided all paperwork is appropriately submitted. The Evaluator may use the **EAP Invoice Form** to bill Mazzitti & Sullivan EAP Services for the evaluation(s) performed (one invoice per client). HCFA forms or your own invoices are also acceptable.

Mazzitti & Sullivan EAP Services

LETTER OF UNDERSTANDING

This **Letter of Understanding** is between _____
(evaluator name – please print)

of _____ and Mazzitti & Sullivan EAP Services.
(agency name)

This document establishes:

- 1) Responsibilities of the evaluator
- 2) Reimbursement rate and procedures (\$60/session)

This **Letter of Understanding** begins on the effective date of approval by both parties and is not limited by time. Either party may terminate this arrangement at any time, for any reason.

Nothing contained within this document should be construed to imply that any number of referrals will be made by Mazzitti & Sullivan EAP Services to the local evaluator. Mazzitti & Sullivan EAP Services reserves the right to determine whether any particular client will be referred to any particular evaluator.

Agency Director (or other authorized agency personnel) Date

Evaluator signature Date

Mazzitti & Sullivan EAP Services Representative Date

*Please return via fax or email to Mazzitti & Sullivan EAP Services and retain a copy for your records. Each counselor who is willing to work with Mazzitti & Sullivan **must** complete a separate Letter of Understanding.*

COUNSELOR INFORMATION

Each counselor who wishes to participate in the EAP must fill out this form and return to the address below with a signed copy of the Letter of Understanding, a copy of your state-issued license, W-9 form, and liability information.

1) Full Name: _____

2) Degree (highest completed):

PhD Masters Bachelors Other _____

3) Discipline:

Psychologist Social Worker Minister
 Psychiatrist Addictions Counselor Marital/Family
 Other (please specify) _____

4) If you cannot attach a copy of your current state-issued license, please explain why:

5) Patient groups (check all that you personally are willing to counsel):

Individuals Couples/Marital Families
 Children/Teens/Adults (list age range) _____

6) Do you have any specialties?

Addictions Substance Abuse Stress/Anxiety/Grief
 Parenting Faith Based Counseling Trauma
 Playtherapy LGBTQ issues ADD/ADHD
 Men's issues Women's issues Bilingual (list below)
 Mood disorders Geriatrics (over 65) Hypnosis
 Other: _____

7) If your agency has more than one location, where do you practice? List days and hours.

8) Are you CISD trained? Yes No

9) Are you a certified Substance Abuse Professional (SAP) qualified to provide assessments for CDL drivers accused of drug/alcohol related violations (not including DUI/DWI)? Yes No

AGENCY INFORMATION

Please list information on your agency as a whole and return to the address listed below with the necessary documentation.

1) Agency/Group name: _____

2) Private Practice? Yes No

3) Main office address: _____

_____ County: _____

4) Main telephone # of practice: _____

5) Main fax # of practice: _____

6) E-mail (if applicable): _____

7) How do you prefer to receive referrals? (Fax or Email) _____

8) Do you have any clinicians on staff who are trained to do CISD (Critical Incident Stress Defusing/Debriefing) and would be able to assist us in an emergency situation?

Yes No

9) Do you have any clinicians on staff who are able to do telephonic or online counseling?

Telephonic: Yes _____ No

Online: Yes _____ No

10) Please list contact information for your agency if we have any questions or concerns.

Name/Title _____

Phone _____ Extension _____ Fax _____

11) Please list any additional offices your practice maintains. (Use a separate sheet if necessary.)

Address: _____

Phone (if different): _____ Fax (if different): _____

Address: _____

Phone (if different): _____ Fax (if different): _____

12) If you have more than one location, referrals should be directed to:

Main office number Individual office where client will be see

13) Please list all insurances accepted by your practice:

14) How do you prefer to receive payment: Direct Deposit (See next page) Check

Mazzitti & Sullivan EAP Services is a subsidiary of Pyramid Healthcare, Inc. Our preferred method of payments to our vendors is electronically depositing to a bank account.

Please complete the information below and return using one of the methods below:

Email to: info@mseap.com

Fax to: 717-561-1125

Mail to: 479 Port View Drive, Suite C30, Harrisburg, PA 17111

Vendor ACH / Direct Deposit Authorization Form

Pyramid Healthcare, Inc. and Subsidiaries, Office of Accounts Payable

1. Please Check One:

NEW Direct Deposit

CHANGE Direct Deposit

2. Vendor / Payee Information:

Name:

Address:

Contact Person's Name (if other than payee):

Telephone Number:

Email Address:

3. Financial Institution Information:

Bank Name:

Bank Address:

Name on Bank Account:

Bank Account Number:

Nine-Digit Bank Routing / Transit Number (ABA):

Type of Account:

Checking

Savings

4. Approvals / Authorizations – I certify that the information provided on this form is correct, and I hereby authorize Pyramid Healthcare, Inc. and its Subsidiaries to electronically deposit payments to the bank account designated above. It is my responsibility to notify Pyramid Healthcare, Inc. immediately if I believe there is a discrepancy between the amount deposited to my bank account and the amount of the invoice(s) paid. I understand that I must notify Pyramid Healthcare, Inc. in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until Pyramid Healthcare, Inc. has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days.

Print Name: _____ Signature: _____ Date: _____

Mazzitti & Sullivan EAP Services – Notice of Privacy Practices
(Full version)

Privacy is a very important concern for all those who contact our EAP. If you have any questions, please contact the EAP Client Solutions team.

Contents of this Notice

- A. Introduction to our clients**
- B. Explanation of medical information**
- C. Protecting and sharing health information**
 - 1. Uses and disclosures with your consent**
 - a. The basic uses and disclosures – for treatment, payment, and health care operations (TPO)**
 - b. Other uses and disclosures in health care**
 - 2. Uses and disclosures *requiring* your Authorization**
 - 3. Uses and disclosures *NOT requiring* your Consent or Authorization**
 - 4. Uses and disclosures requiring you to have an opportunity to object**
 - 5. An Accounting of disclosures we have made**
- D. If you have questions or problems**

A. Introduction to our clients

This Notice will tell you about how we handle your information. It tells how we use this information in our office, how we share it with other professionals and organizations, and how you can see it. We want you to know all of this so that you can make the best decisions for yourself and your family. We are also required to tell you about this because of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If you have any questions or want to know more about anything in this Notice, please contact the Director of EAP Operations.

B. What we mean by your medical information

Each time we are contacted by you or a provider, information is collected about your mental health. It may be information about your health conditions, the treatment or services you received, or about payment for health care. The information we collect from you is called **Protected Health Information (PHI)**. This information goes on your **medical or health care records**. In our office the PHI is likely to include these kinds of information:

- Personal information – your name, Social Security Number, address, phone numbers, and place of employment (for statistical reporting ONLY)
- Reasons you came for treatment – your problems, complaints, symptoms, needs, and goals
- Diagnoses – the medical terms for your problems or symptoms
- A treatment plan – the treatments and other services that your counselor thinks will best help you
- Progress notes – each time you come in, your counselor writes down some things about how you are doing, what he/she observes about you, and what you tell him/her
- Records we get from others who treated or evaluated you
- Information about medications you took or are taking
- Legal matters
- Billing and insurance information

We use this information for many purposes. For example:

- To plan your care and treatment
- To decide how well our treatments are working for you
- When we talk with other health care professionals who are also treating you, such as your family doctor or the professional to whom we referred you
- For teaching and training of other health care professionals
- For public health officials trying to improve health care in this country
- To measuring the results of our work

Although your health record is the physical property of the health care practitioner or facility that collected it, the information belongs to you. If you would like a copy of your records it can be provided upon request. If you find anything in your records that you think is incorrect, or missing, you can ask for it to be amended. In unique cases, some information will be inaccessible to the client or unable to be changed.

C. Privacy and the laws

The HIPAA law requires us to keep your PHI private and to provide you with a Notice of our legal duties and our Privacy Practices (**Notice of Privacy Practices or NPP**). We will obey the rules of this Notice as long as it is in effect, but your PHI is subject to any changes in the NPP. If we change the NPP, we will post the new Notice in our office or on our website at www.mseap.com. If a copy is required at any time, please contact the Director of EAP operations.

D. How your protected health information can be used and shared

By Law, when your information is read by anyone, that is called, “**use.**” If the information is shared with others, that is called “**disclosure.**” Only in special circumstances do we disclose your PHI to outside parties. In these circumstances we are careful to only disclose the **minimum necessary** information needed. You have a legal right to know about your PHI and how it is used and disclosed. Mainly, we use and disclose PHI for routine purposes explained below. We must tell you about non routine uses and have a written authorization unless the law states otherwise.

1. Uses and disclosures of PHI in health care *with* your consent

After you have read this Notice, you will be asked to sign a separate **Consent form** to allow us to use and share your PHI. We intend to use your PHI here and/or share with other people and organizations to provide **treatment** to you, arrange for **payment** for services provided, and/or other business functions called health care **operations**. Together these routine purposes are called TPO and the Consent form allows us to use and disclose your PHI for TPO.

a. For treatment, payment, or health care operations

We need information about you and your condition to provide care to you. You have to agree to let us collect, use, and share the information to care for you properly. Therefore, you must sign the Consent form before your counselor begins to treat you, because if you do not consent he/she cannot treat you.

When you see your counselor, several people in that office may collect information about you and it will be recorded into your health care records. Generally, we may use or disclose your PHI for three purposes: treatment, providing payment, and other health care operations.

For treatment

We use your medical information to provide you with psychological treatment or services. These might include individual, family, or group therapy, psychological, educational, or vocational testing, treatment planning, or measuring the effects of our services.

We will need to share or disclose your PHI to others who provide treatment to you. If you are being treated by a team, we can share your PHI with them so that the services you receive will be coordinated. They will also enter their findings, the actions they took, and their plans into your record to create a Treatment Plan. If you receive treatment in the future from other professionals accessed through Mazzitti & Sullivan EAP Services, we can disclose your PHI to them.

For payment

Your counselor may use this information to bill you, your insurance, Mazzitti & Sullivan EAP Services, or others to be compensated. We or your counselor may contact your insurance company to check on exactly what your insurance covers. They may request information regarding your diagnoses, what treatments you have received, and your treatment process. They may require information on your past and future appointments.

For health care operations

Certain health care operations may require us to disclose your PHI. For example, we may use your PHI to see where we can make improvements in our service, or supply information to government health agencies so they can study disorders, treatments, and develop services. If we do, your name and other identifying information will be removed from what we send.

b. Other uses in health care

Appointment reminders: Your counselor may use and disclose medical information to reschedule or remind you of appointments for treatment or other care. If you want him/her to call or email you only at specific locations, it can be arranged. Simply notify us and your counselor of your preferences.

Treatment Alternatives: We may use and disclose your PHI to tell you about health-related benefits or services that may be of interest to you.

Research: We may use or share your information to do research to improve treatments. For example, comparing two treatments for the same disorder to see which works better, faster, or costs less. In all cases, your name, address, and other information that reveals who you are will be removed from the information given to researchers. If they need to know who you are we will discuss the research project with you and you will have to sign a special Authorization form before any information is shared.

Business Associates: There are some jobs we hire other businesses to do for us. For example, Business Associates may include a copy service that your provider may use to make copies of your health record and a billing service that figures out, prints, and mails any bills. These business associates need to receive some of your PHI to do their jobs properly. To protect your privacy, they have agreed in their contract with us to safeguard your information.

2. Uses and disclosures *requiring* your Authorization

If we want to use your information for any purposes besides the TPO, or those described above, we need your permission on an **Authorization Form**. If you do authorize us to use or disclose your PHI, you can revoke that permission, in writing, at any time. However, we cannot take back any previously disclosed information.

3. Uses and disclosures of PHI from mental health records *NOT requiring* your Consent or Authorization

The laws permit us to use and disclose some of your PHI without your consent or authorization in some cases.

When required by law:

There are some Federal, state, or local laws which require us to disclose PHI.

- We are mandated reporters; any reported child abuse will be disclosed to the appropriate responders
- If you are involved in a legal proceeding and we receive a subpoena, discovery request, or other lawful process, we may have to release some of your PHI. We will only do so after informing you, consulting your lawyer, or trying to get a court order to protect the information they requested
- We have to release some information to the government agencies that monitor privacy laws

For Law Enforcement Purposes:

We may release medical information if asked to do so by a law enforcement official to investigate a crime or criminal.

For public health activities:

We might disclose some of your PHI to agencies that investigate diseases or injuries.

Relating to decedents:

We might disclose PHI to coroners, medical examiners, or funeral directors, and to organizations relating to organ, eye, or tissue donations or transplants.

For specific government functions:

We may disclose PHI of military personnel and veterans to government benefit programs relating to eligibility and enrollment, to Worker's Compensation programs, to correctional facilities if you are an inmate, and for national security reasons.

To prevent a serious threat to health or safety:

If we come to believe that there is a serious threat to your health or safety or that of others we can disclose some of your PHI to persons who can prevent the danger.

4. Uses and disclosures requiring you to have an opportunity to object

We can share some information about you with your family or others close to you. We will only share information about your treatments and conditions with those involved in your care and those whom you choose. You can communicate your preferences and we shall honor your wishes as long as it is not against the law.

If it is an emergency where we cannot confirm consent, we can share information if we believe that it will improve your current situation. If we do share information in an emergency, we will notify you as soon as we can. If you don't approve, we will cease disclosure, as long as it is not against the law.

5. An accounting of disclosures

When we disclose your PHI, we keep some records such as: to whom we sent it, where we sent it, and what we sent. You can get an accounting of these disclosures upon request.

E. If you have questions or problems

If you need more information or have questions about the Privacy Practices described above, please speak to the Director of EAP Operations, whose name and telephone number are listed below. If you have a problem with how your PHI has been handled or if you believe your privacy rights have been violated, contact the Director of EAP Operations. You have the right to file a complaint with us and the Secretary of the Federal Department of Health and Human Services. We promise that we will not in any case limit your care here or take any actions against you if you complain.

Director of EAP Operations.: Cheryl Raudenbush, 1-800-241-5740; email: CRaudenbush@mseap.com