

Responsibilities of The Evaluator & Referral Protocol

- 1) The EAP Network Provider (herein referred to as “Evaluator”) will receive a referral via secure email or e-fax from a representative of Mazzitti & Sullivan EAP Services. This EAP Referral Authorization Form will contain the client’s name, address, phone, date of birth, employer, insurance carrier name, and email (if available). It will also list any other family/household members who may attend sessions with the client, as well as the total number of authorized EAP sessions. An “EAP Code” is provided in the top left corner of the EAP Referral Authorization form, and we use this code as a confidential identifier for the client(s). The code contains primarily letters and numbers, and may also include spaces, dashes, or other characters; if the code ends in a “-1” (or other number), it indicates a family member.
- 2) Occasionally, the EAP client will have already set up the appointment with the Evaluator prior to calling the EAP. Please note that we will cover backdated sessions up to 14 days beyond the session date, as long as they have NOT been sent to or paid by insurance and the client has not paid for the session(s).
- 3) The EAP 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 directly to schedule each appointment. There are times, however, when the Evaluator will be instructed to call the client. The role of the EAP staff is to help direct each client to an appropriate Evaluator; however, if you receive a referral for a client that you are unable to assist for any reason, please notify the EAP staff immediately so that we may refer the client elsewhere.
- 4) The Evaluator will schedule a face-to-face, telephonic, or “virtual” (online session, also referred to as “telehealth” or “telecounseling”) initial session 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 timeframe (for example, needing an 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 this agreement. If the client does not wish to wait, he or she is welcome to call Mazzitti & Sullivan back and obtain a referral to another Evaluator. If the client requests an appointment beyond three working days, the Evaluator should proceed with scheduling and inform the EAP staff of the client’s preference and appointment information.
- 5) For “telehealth” appointments, we require that you utilize a HIPAA-compliant, secure system. Proof of the online platform’s security and/or HIPAA-compliance must be provided upon request.
- 6) The EAP sessions (initial as well as follow up appointments) should be approximately 50-60 minutes in length. If the client is required to complete additional paperwork for your own records, this paperwork should be completed by the client **prior** to the initial evaluation.
- 7) 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 EAP staff should be notified immediately.**

- 8) The Evaluator will contact the EAP staff to confirm the date and time of the scheduled evaluation via email to info@mseap.com (you may use initials or the EAP Code for reference) or by calling our toll-free number, 1-800-543-5080. During non-business hours, you may leave messages with our confidential answering service with the client name or EAP Code and relevant appointment information.
- 9) Prior to the start of the first appointment with an EAP client, 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 staff. ***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 form also allows the client to communicate his or her satisfaction with the EAP up to the present point. 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 Information and Consent form to the EAP with your completed Invoice and note “Refused to sign” on the signature line of the form.
- 10) At the initial counseling session, please offer the Notice of Privacy Practices (NPP) Summary to the client. Included in this packet is a copy of the Full Version of our NPP and may be provided to clients upon request. This NPP may also be obtained by contacting the EAP via phone or email.
- 11) After each counseling session (or within 14 days of the session date), the Evaluator will need to complete the **EAP Invoice** and submit it to Mazzitti & Sullivan EAP Services. Copies of our required EAP forms are included for your reference, and you will also receive blank copies with each EAP Referral Authorization form.
 - a) You **must** submit your request for reimbursement on the provided EAP Invoice. This form contains additional session summary information for our records. All fields are required. We are not an insurance company and are unable to accept HCFA-1500 forms.
 - b) You will need to choose an invoice or reference number for each client/date of service – this is your responsibility and will help you to track payments for each client/date of service. Please do **not** use any personally identifiable information or protected health information (PII or PHI) on the invoice.
 - c) The consent form **must** be received before the provider can be reimbursed for EAP sessions. If for some reason the client was unable to sign the EAP Consent form, you may send us the form signed by the client to consent to be treated, as issued by you/your agency. For telephonic/virtual sessions, if you are unable to obtain a physical signature, you may obtain a verbal consent from the client. In this case, please write “verbal consent” on the signature line, clearly print the client’s name where indicated, and sign as the Witness. If we do not receive this, we will call or email you to obtain it; you will have 30 days to send it to us. If it is not received within that time, we will return your invoice to you for resubmission.
 - d) The **EAP Invoice** is a fillable PDF and may be emailed (with the Consent, if it is the first session) to info@mseap.com within 14 days after the date of service. Please contact the

EAP staff (call 1-800-543-5080 or email info@mseap.com) if you have an invoice that is greater than 14 days old to request an exception. Please note that you must complete **all** fields on the invoice, including your address and phone, even if we have them on file, to ensure prompt payment.

- 12) EAP sessions issued to multiple family members may be used individually or with multiple clients in the same session. Regardless of the number of family members in the session, the 50-60 minute appointment is considered as one (1) session. Couples or families may use their sessions in any combination that is appropriate; however, family members who are not attending any sessions may not transfer sessions to another family member.
- 13) Upon completion of the EAP-authorized session(s):
 - a) The Evaluator may continue to see the client or refer elsewhere, as appropriate. We encourage clients to continue counseling if needed; however, payment would then be the client's responsibility (either via insurance or self-pay). The EAP is not a substitute or replacement for the client's insurance coverage.
 - b) 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.
 - 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.
 - 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.
- 14) The Evaluator will assist the client in contacting and arranging an appointment with the agency to which the client is referred.
- 15) 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.
- 16) The Evaluator must consult with the EAP staff if unusual circumstances or problems occur with the client and/or referral process.
- 17) Please do not discuss any details regarding reimbursement rates or payment timeframes with the client. Questions or concerns about these topics should be directed to the EAP staff.
- 18) 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, either in whole or in part. Mazzitti & Sullivan EAP Services does not reimburse for "no-show" or "late cancel" sessions. You may only bill the client for no-show/late cancellations if the client has signed an agreement to allow you to do so.

Licensing and Liability

Mazzitti & Sullivan EAP Services will allow any non-licensed clinicians to join its EAP network **as long as** the clinician is being **supervised by a licensed clinician** and that the EAP client is made aware of this condition. Current copies of license(s) must be made available to the EAP staff upon request.

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 Evaluator. The 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), and \$3,000,000.00 aggregate, 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.

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).

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Reimbursement & Procedure

Payment for EAP services rendered will be issued within 4-6 weeks from the date of receipt, provided all paperwork is appropriately submitted. The Evaluator must use the **EAP Invoice Form** to bill Mazzitti & Sullivan EAP Services for the session(s) performed (one invoice per client) within 14 days of the date of service (if you have an invoice outside of this timeframe, please call us for an exception). Please use the “fillable” PDF form to complete the required information, save the document, and then email to info@mseap.com for processing. You may download Adobe Acrobat Reader at no charge from <https://get.adobe.com/reader/> to view and fill in the PDF. The MS Word version of the EAP paperwork is available upon request.

Reimbursement will be provided via Direct Deposit (the enrollment form is included and must be returned with your EAP Provider paperwork). If at any time you need to change your banking or personal information, please notify us immediately. You may use the enrollment form to send us the updated information by checking the “Change” box at the top.

Payments will be issued from “Pyramid Healthcare” and you will receive an email notification when the payment is being requested, with the EAP Invoice number, the total amount, the EAP Client Code(s), date(s) of service, and your own invoice/reference number(s). The EAP Client Code appears in the top left of the EAP Referral Authorization form; please retain this number for your reference. One EAP Client Code may refer to multiple clients within a family. If you misplace this number, you may call the EAP at 1-800-543-5080 to obtain the client name(s). When you receive payment, there may be multiple EAP Invoice numbers attached to it; if you have any questions, please contact us.

Providers who are reimbursed more than \$600.00 per calendar year will receive a 1099 form for tax purposes. This will be mailed to the address listed on your W-9 form and linked to your Tax ID number (or SSN, if you do not have a Tax ID number). It is important to update this address with us prior to January 1st of each year if it has changed. We are not responsible for lost or misdirected mailings, though if you require a replacement 1099 we can request one for you.

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.

Evaluator Signature

Date

Administrative or Supervisory Signature

Date

Mazzitti & Sullivan EAP Services Representative

Date

*Please return via email to Mazzitti & Sullivan EAP Services along with the Counselor's license (if available) and liability coverage. Please 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 Mazzitti & Sullivan EAP with a signed copy of the Letter of Understanding, a copy of your state-issued license, 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) List age range you are comfortable counseling (for example "10 & up") _____

6) Do you have any specialties?

- | | | | |
|---|---|---|-------------------------------------|
| <input type="checkbox"/> Couples/Marital | <input type="checkbox"/> Family counseling | <input type="checkbox"/> Grief & Loss | <input type="checkbox"/> Stress |
| <input type="checkbox"/> Addictions (non D/A) | <input type="checkbox"/> Substance Abuse | <input type="checkbox"/> Health issues | <input type="checkbox"/> Trauma |
| <input type="checkbox"/> Anxiety | <input type="checkbox"/> Depression | <input type="checkbox"/> Art therapy | <input type="checkbox"/> EMDR |
| <input type="checkbox"/> Parenting | <input type="checkbox"/> Faith Based Counseling | <input type="checkbox"/> ADD/ADHD - coping | <input type="checkbox"/> Asperger's |
| <input type="checkbox"/> Playtherapy | <input type="checkbox"/> LGBTQ issues | <input type="checkbox"/> ADD/ADHD Testing | <input type="checkbox"/> Autism |
| <input type="checkbox"/> Men's issues | <input type="checkbox"/> Women's issues | <input type="checkbox"/> Bilingual (list below) | <input type="checkbox"/> Anger |
| <input type="checkbox"/> Abuse Victims | <input type="checkbox"/> Geriatrics (over 65) | <input type="checkbox"/> Career Counseling | <input type="checkbox"/> Hypnosis |
- Other (attach additional page if needed): _____
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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
(If Yes, please attach a copy of your certification. These evaluations are NOT covered under the EAP services.)

10) Other services you are willing to provide (* = separate reimbursement rate):

- Online/Virtual Counseling Telephonic Counseling Trainings* On-Site Counseling*
- Other: _____