

**MAZZITTI & SULLIVAN EMPLOYEE ASSISTANCE PROGRAM
PROVIDER PORTAL TERMS & CONDITIONS**

****BY SIGNING BELOW AND USING THE PROVIDER PORTAL you are agreeing to
the following Terms and Conditions regarding the Provider Portal****

You, which shall mean a contracted health care provider, facility, or authorized person employed by a health care provider or facility (together, “Provider”) contracted by Mazzitti & Sullivan Employee Assistance Program (together with its parent, affiliates, and subsidiaries, “Mazzitti & Sullivan”) may use the Mazzitti & Sullivan Provider Portal (the “Provider Portal”) service only if you agree to the terms and conditions set forth below. You indicate that you understand and agree to follow these Terms and Conditions by signing below. EACH individual requesting access to the Provider Portal must agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you will not be registered to use or be permitted to use the Provider Portal service.

Use of the Provider Portal Service

The Provider Portal provides access to the information described below. Provider shall use the Provider Portal solely in connection with the provision of services to Mazzitti & Sullivan’s clients. Provider is authorized to use the Provider Portal for the following purposes:

- Submitting invoices for counseling services rendered to EAP clients of Mazzitti & Sullivan
- View invoice status and invoice payment history
- Access clients assigned to Provider
- Transmit information to Mazzitti & Sullivan regarding client progress/treatment recommendations

Provider shall use the Provider Portal subject to the following terms:

- These Terms and Conditions;
- The applicable provisions of Provider’s contract with Mazzitti & Sullivan to provide services to Mazzitti & Sullivan’s clients (the “Provider Contract”) including but not limited to the provisions regarding the use and disclosure of protected health information under the HIPAA Privacy Standards; and
- In the event of a conflict between a term and condition under these Terms and Conditions and a provision under the Provider Contract, these Terms and Conditions shall govern.

Provider Portal Access and Security

Mazzitti & Sullivan will assign a username and password to the Provider upon receipt of this agreement. We recommend changing the password at first login. The Provider may access and use the Provider Portal for normal use in connection with the provision of services to Mazzitti & Sullivan's clients. Mazzitti & Sullivan will, upon request, grant multiple usernames to the same Provider – all of that Provider's activity will be viewable to all users linked to that specific Provider. The Provider may not use any device, software, routine, or agent to interfere or attempt to interfere with the proper working of the Provider Portal. The Provider may not take any action, which imposes an unreasonable or disproportionately large load on our infrastructure. The Provider may not disclose or share his or her password to or with third parties, or use his or her password, or allow his or her password to be used, for any unauthorized purpose. The Provider shall take reasonable precautions to secure its password from any unauthorized use. The Provider may not attempt to log in with a username or password other than the Provider's own username or password. Continuous, uninterrupted access to the Provider Portal is not guaranteed. Numerous actions and factor beyond the control of Mazzitti & Sullivan may interfere with the service.

Changes to the Provider Portal or these Terms and Conditions

Mazzitti & Sullivan may, at any time, make changes to the Provider Portal or these Terms and Conditions, or any other policies or conditions that govern the use of the Provider Portal at any time. Mazzitti & Sullivan will notify Provider of any changes in these Terms and Conditions at least thirty (30) days prior to the effective date of any changes. Provider's continued maintenance of a valid username and login credentials, and/or continued access or use of the Provider Portal shall be deemed Provider's acknowledgment of notification and acceptance of any such changes to the Terms or to the Provider Portal.

Use of Provider Portal and Content Ownership

Mazzitti & Sullivan grants you a personal, nontransferable, nonexclusive, revocable, limited license (the "License") to view and submit content on the Provider Portal for the sole purposes outlined in these Terms and Conditions. Mazzitti & Sullivan authorizes you to view, download, and print a reasonable number of copies of the content for your personal use only, but in such case you must reproduce all proprietary copyright and trademark notices as may be applicable and you must preserve the confidentiality of such content in accordance with these Terms and Conditions and the Provider Contract.

All rights of ownership, including the content, and all intellectual property rights, including all copyright and trademark rights therein shall remain with Mazzitti & Sullivan, and/or its parent, affiliates, subsidiaries, and/or vendors. No ownership interest is transferred to you or any user of the Provider Portal through the granting of the License. Unauthorized use of the Provider Portal may result in a violation of this License and may violate applicable laws and regulations governing the subject matter hereof.

Limitation of Liability

NO LIABILITY. MAZZITTI AND SULLIVAN AND ITS PARENT, SUBSIDIARIES, AND AFFILIATES, INCLUDING THEIR EMPLOYEES, DIRECTORS, OFFICERS, AND AGENTS, WILL IN NO EVENT, BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, AND LOST PROFIT DAMAGES, INCLUDING BUSINESS INTERRUPTION AND LOSS OF DATA, IN CONNECTION WITH THE USE OR INABILITY TO USE THE PROVIDER PORTAL OR ITS CONTENT, EVEN IF MAZZITTI AND SULLIVAN IS EXPRESSLY AWARE AND ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, AND/OR OTHER LEGAL THEORY.

No Warranty

THE PROVIDER PORTAL AND ITS CONTENT IS PROVIDED TO YOU ON AN “AS IS” BASIS. MAZZITTI AND SULLIVAN, ITS PARENT, SUBSIDIARIES AND AFFILIATES, AND ALL THIRD PARTIES ASSOCIATED WITH THE HOSTING AND/OR PROVIDING OF CONTENT FOR THE PROVIDER PORTAL, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE; NOT INCLUDING THE WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES, AND FITNESS FOR A PARTICULAR PURPOSE.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws.

Effective Date

The effective date of these Terms and Conditions is December 1, 2020.

Contact Us

Please contact Mazzitti and Sullivan if you have any questions regarding these Terms and Conditions or the use of the Provider Portal:

Mazzitti & Sullivan EAP Services
1-800-543-5080
info@mseap.com

**I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND DO HEREBY
ACCEPT THE FOREGOING PROVIDER PORTAL TERMS AND CONDITIONS:**

Provider Agency Name (please print)

Individual User's Name (please print)

User's Email Address (please print)

Individual User's Signature

FOR INTERNAL USE ONLY

Assigned Credentials: _____
