

New Counselor Application TERMS AND CONDITIONS

Thank you for your interest in joining Mazzitti & Sullivan EAP Services' Provider Network! We strive to keep our processes simple and our paperwork easy to complete, so that you can focus on what you do best – helping our clients. Please review the following pages for more information about our EAP and what we expect of you as a network provider, then complete and return the following forms to our office:

- **Counselor Information Form** – each clinician willing to work with us will need to complete and return this form
- **Letter of Agreement** – each clinician willing to work with us will need to sign this form; if you are a sole practitioner, you may sign both lines. **YOUR EXECUTION OF THE LETTER OF AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS NEW PROVIDER APPLICATION.**
- Copy of each counselor's state-issued **license** and any relevant **certifications**
- **Certificate of insurance for liability coverage** – showing the effective dates, individual/aggregate coverage amounts, and those covered under the policy (for each counselor if they have individual coverage)

We will notify you if there are any questions or issues with your application, and we will also let you know when you are approved to see our EAP clients. These forms may be emailed or mailed to our office. If at any point you have any questions, please call or email us! Our hours are Monday-Friday, 7:30am-4:30pm, with an answering service after hours to take messages or route urgent issues to our on-call staff member. We respond to emails by the end of the next business day.

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 the EAP client is made aware of this condition. Current copies of license(s) must be made available to the EAP staff upon request.

Indemnification and Hold Harmless

The Evaluator will defend, indemnify, and hold Mazzitti & Sullivan EAP Services, its affiliates and their officers, directors, employees, and agents harmless against any and all suits, claims, demands or liabilities arising out of or in any way connected with this agreement or the Evaluator's performance or provision of services except to the extent that such liability is the sole result of negligent acts of Mazzitti & Sullivan EAP Services, its officers or employees. It is expressly understood and agreed that the Evaluator's obligations to indemnify Mazzitti & Sullivan EAP Services shall survive any termination of this agreement.

No Referrals

It is not a purpose of this agreement to induce or encourage the referral of patients. The parties agree that the benefits to each of the parties hereunder do not require, are not payment or inducement for, and are not in any way contingent upon the admission, referral or any other

arrangement for the referral of any patient. Nothing in this agreement will be construed as a solicitation, receipt, offer, or payment of any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual for the furnishing of any item or service or for arranging or recommending such for which payment may be made, in whole or in part, by Medicare, Medicaid, or any other governmental medical program.

Independent Contractor

It is mutually understood and agreed that the Evaluator is at all times acting and performing duties and functions in the capacity of an independent contractor; that Mazzitti & Sullivan EAP Services shall neither have nor exercise any control or direction over the methods by which Evaluator performs his or her services, nor shall Mazzitti & Sullivan EAP Services and Evaluator be deemed partners. Mazzitti & Sullivan EAP Services shall have the right to determine what services shall be provided, but not the manner in which services shall be provided. It is expressly agreed by the parties hereto that no work, act, commission or omission by the Evaluator pursuant to the terms and conditions of this agreement shall be construed to make or render the Evaluator the agent, employee or servant of Mazzitti & Sullivan EAP Services. Evaluator shall be responsible for the payment of all federal, state and local taxes incurred as a result of this agreement, and further agrees to indemnify and hold Mazzitti & Sullivan EAP Services harmless from the same. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of the Evaluator, the parties hereto mutually agree that the Evaluator and Mazzitti & Sullivan EAP Services shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, irrespective of by whom such discussions or negotiations are initiated.

Insurance

The Evaluator will maintain general liability and professional liability insurance coverage, each with minimum limits of \$1,000,000/\$3,000,000, with a duly licensed insurance carrier at all times during the term of the agreement. The Evaluator shall provide Mazzitti & Sullivan EAP Services with certificates of such insurance, which require at least thirty (30) days prior written notice to Mazzitti & Sullivan EAP Services before any such insurance may be canceled, terminated or materially changed.

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 AGREEMENT

This **Letter of Agreement** is between _____
(The Evaluator – please print name)

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 Agreement** begins on the effective date of approval by both parties and shall continue until terminated by either party. Either party may terminate this agreement at any time, for any reason, upon written notice to the other party

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

The Evaluator hereby agrees to be bound by each and all of the terms and provisions set forth in this Mazzitti & Sullivan EAP Services New Provider Application, including but not limited to the foregoing Terms and Conditions. Without limiting the generality of the foregoing, by its execution and delivery of this Letter of Agreement, the Evaluator hereby agrees and covenants (a) to do each of the things set forth in this Mazzitti & Sullivan EAP Services New Provider Application, including but not limited to the things set forth in the foregoing Terms and Conditions, and (ii) to refrain from doing any of the things prohibited by this Mazzitti & Sullivan EAP Services New Provider Application, including but not limited to the things prohibited by the foregoing Terms and Conditions, and such agreements and covenants are incorporated in this Letter of Agreement by this reference.

Evaluator Signature

Date

Agency 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 Agreement.*

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 Agreement, 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): _____
-

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: _____

Mazzitti & Sullivan EAP Services – Notice of Privacy Practices

THIS NOTICE DESCRIBES THE TYPES OF PERSONAL INFORMATION WE COLLECT, WHAT WE DO WITH THIS INFORMATION ONCE COLLECTED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

What Information do we collect?

We obtain information about you from a few sources. Your employer may give us your name, and may also provide your address, phone, email, and/or the names of your dependent-qualifying family members. If you contact us to receive services from one of our affiliate providers we may have you complete a "client intake" form; additionally, our affiliate providers may collect other information beyond that provided by the employer including your date of birth, social security number, gender, marital status, health insurance provider, and/or a general description of the nature of your problem, illness or injury.

Who are our affiliate providers and what types of information do we share with them?

Our affiliates include mental health providers (psychotherapists) and other professional providers of services. Our affiliates are not Mazzitti & Sullivan EAP Services employees - they provide services for Mazzitti & Sullivan EAP Services clients and are independent contractors who maintain their own private practices. Because of Mazzitti & Sullivan EAP Services' role as an administrative entity who contracts with independent professionals to provide direct services, we are not considered a "covered entity" under the Health Insurance Portability and Accountability Act (HIPAA) with respect to your private health information (PHI). If you request a service that an affiliate provides, we will give the affiliate your name, other pertinent contact information, and a description of the EAP benefit available to you.

What will happen when you meet with an affiliate provider?

Your affiliate provider protects the privacy of your treatment records and health information. They adhere to rigorous state and federal privacy rules and maintain their own liability insurance. You will be requested to sign the affiliate provider's own disclosure statement and will be advised of the affiliate provider's own privacy practices.

What do we do with this information?

Voluntary Participation. When you voluntarily contact Mazzitti & Sullivan for EAP Services, the information you give during a therapy session(s) is legally confidential. Your personal information will not be disclosed to your employer or any other party except for certain instances such as:

- You sign a waiver to release information;
- You file a lawsuit or a complaint/inquiry against the provider and disclosure of information is necessary in order to defend the case;
- The provider is required to report child abuse or neglect;
- The provider is required to warn of a serious threat to physically harm a specific

person;

- The provider is compelled to take steps to hospitalize a client to protect against imminent self-harm;

Reporting. Mazzitti & Sullivan EAP Services may report statistics on utilization to your employer. Names are not reported.

Employer Referral. When your employer notifies Mazzitti & Sullivan EAP Services that it has referred or will refer you for EAP Services, then upon request of the employer, Mazzitti & Sullivan EAP Services will ask you for authorization to provide your employer with the following information:

- The date(s) you (the employee) attends or fails to attend;
- Whether a follow-up appointment is scheduled and the date(s) of the appointment(s);
- A brief statement indicating whether you demonstrate awareness of, and are engaged in discussing the behavior(s) identified by your supervisor;
- Whether you have been referred for treatment or other services;

Information Security. We take reasonable physical, electronic and procedural steps to safeguard your personal information.

Questions and Comments. If you believe your privacy rights have been violated, or you have any questions or comments, you should contact Mazzitti & Sullivan EAP Services via telephone at 1-800-543-5080 or via email at info@mseap.com. You also have the right to file a complaint with the Secretary of the United States Department of Health and Human Services. If you file a complaint, we will not take any action against you or change our treatment of you in any way.