

New Provider 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:

- **Agency Information Form** – about your practice as a whole
- **DBE Survey** – for statistical purposes
- **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)
- **W-9** – if we reimburse you \$600 or more in a calendar year, you will receive a 1099 form to this address
- **Direct Deposit Form** – for receiving your reimbursements for services
- **Provider Portal Agreement** – for submitting invoices online

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.

About Us

Mazzitti & Sullivan Counseling Services was founded in 1983 as an outpatient behavioral health program. In 1984, Mazzitti & Sullivan EAP Services was created in response to a growing need for Employee Assistance Programs. In April of 2016, Mazzitti & Sullivan joined Pyramid Healthcare Inc., the 4th largest behavioral health provider in the United States.

Our history is rooted in outpatient clinical services with a future 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.

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: _____

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) Main office address: _____

3) Main telephone # of practice: _____

4) Main fax # of practice: _____

5) E-mail: _____

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

7) 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

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

Telephonic: No Yes

Online: No Yes – What platform/software? _____

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

Name/Title_

Phone _____ Extension _____ Email _____

10) 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): _____

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

Main office number Individual office where client will be seen

12) Please list all insurances accepted by your practice (use separate sheet if necessary):

13) Hours available (generally):

Daytimes _____ Evenings _____ Weekends _____

DBE Status Survey

At Mazzitti & Sullivan EAP Services, we are committed to working with diverse business enterprises and supporting small businesses, and would like more information on your counseling practice solely for statistical purposes.

Many of the employers we work with are also committed to these goals as well, so any information you provide can help all of us.

Please complete the table below and return this form with your EAP Provider paperwork. Check all that apply:

	Considered to be this type	Certified as this type	Planning to get certified
Minority-Owned (MBE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Woman-Owned (WBE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Veteran-Owned (VET)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LGBTQ-Owned (LGBTQ)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Service Disabled Veteran-Owned (SDVET)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disabled-owned business (Disabled)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUB Zone Businesses (HUB)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Small Business (SMALL)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
None of the above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you have any questions, please let us know! You may call our office at 1-800-543-5080 between the hours of 7:30am-4:30pm ET, Monday-Friday, or email info@mseap.com anytime.

Mazzitti & Sullivan EAP Services is a subsidiary of Pyramid Healthcare, Inc. You will receive reimbursement by direct deposit to the bank account of your choosing. An email address is required for payment notifications.

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

Email to: info@mseap.com

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 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: _____

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.