Advantage EAP

Affiliate Agreement

1. Affiliate agrees to work as an independent contractor, not an employee of Advantage EAP. Advantage EAP will pay affiliate **$65.00 per session for EAP assessment.**
2. Affiliate must be licensed in state of resident practice and must continuously maintain $1 million per occurrence/ $3 million aggregate professional malpractice insurance. Proof of malpractice insurance and licensure must be on file with Advantage EAP. Advantage EAP must be informed immediately of any change in affiliate's licensure or malpractice status.
3. An Advantage EAP counselor will contact affiliate with referrals for assessment and will authorize assessment sessions based on the provisions of the client company contract with Advantage EAP. The Advantage EAP counselor will send affiliate written authorization of the number of sessions authorized.
4. Affiliate will conduct in-person assessments of Advantage EAP clients. Affiliate agrees to abide by all state and federal statutes pertaining to confidentiality.
5. After meeting with the client, affiliate will telephone the referring Advantage EAP counselor to discuss the assessment, diagnosis, and recommendations. To avoid conflict of interest, affiliates may not refer assessed clients into their own practice without clearance from Advantage EAP. Depending upon the presenting problem and client's needs and resources, affiliate will assist Advantage EAP in locating an appropriate local referral resource. Advantage EAP will facilitate referral to client's insurance coverage.
6. Within sixty days of the last session with the client, affiliate will submit complete clinical documentation on contact with the client (Client Data Form, Statement of Understanding, all necessary Releases of Information and the Advantage EAP billing form) to the Advantage EAP clinician who made the referral. Bills submitted without supporting documentation and those that are received more than 60 days after the last session will not be reimbursed. **Affiliate may only bill Advantage EAP; under no circumstances may the affiliate bill the client.**
7. You may keep a copy of your documentation of contact with the client for your own record. MAIL THE ORIGINAL OF THE COMPLETED ADVANTAGE EAP FORMS TO:

   ADVANTAGE EAP
   4100 VETERANS PARKWAY
   McHENRY, IL 60050

The above document defines the agreement between Advantage EAP and Clinical Affiliate.

_____	_____	_____
Please Print Name	Signature	Date

_____	_____
Advantage EAP Provider	Date

Advantage EAP

Business Associate and Security Agreement

Security Addendum

WHEREAS, Business Associate possess or will possess electronic protected health information, as defined in the HIPPA Security Rule, 45 C.F.R. Parts 164 ("Security Rule") and, in the course of performing services for Advantage EAP, Advantage EAP may receive such information from Business Associate or otherwise access to such information; and

WHEREAS, Advantage EAP seeks to ensure that Business Associate appropriately safeguards all such electronic protected health information.

Now, therefore, the parties agree as follows:

1. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Advantage EAP, as required by the HIPPA Security Rule.
2. Advantage EAP shall ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
3. Business Associate shall report to Advantage EAP any security incident of which it becomes aware.
4. Advantage EAP will terminate the Agreement and this Addendum with Business Associate, if Advantage EAP determines that the Business Associate has violated a term of the Agreement or this Addendum.
5. Except as modified by this Addendum, all of the remaining provisions of the Agreement are approved and shall continue to be in effect.

In witness whereof, each of the parties hereto has caused this Addendum to be executed on its behalf on the date indicated above.

Business Associate	**Advantage EAP**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

Advantage EAP

Business Associate & Security Agreement

This Business Associate Agreement with Security Addendum ("Agreement") is made and entered into on _____(date), by and between Advantage EAP and _____(name); our Business Associate in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

Advantage EAP has entered into a Service Agreement with the Business Associate to provide **behavioral health services.** In order to provide these services, the Business Associate requires access to Protected Health Information ("PHI") as defined by HIPPA.

HIPPA requires Advantage EAP to obtain assurance from the Business Associate about how it will use and protect PHI. Now, therefore, the parties agree as follows:

1. **Definitions.**
   - **a.** Advantage EAP has an agreement for services with the Business Associate.
   - **b.** "PHI" means Protected Health Information. This is any kind of individually identifiable health information collected from or about an individual client of Advantage EAP.
   - **c.** "Business Associate" means the organization or individual with which Advantage EAP has entered into a Service Agreement.
   - **d.** "Agreement" refers to this Business Associate Agreement.

2. **Permissible Uses and Disclosures of PHI.** Business Associate agrees that it will not use or further disclose PHI other than as permitted or required under this Agreement or as required by law. Business Associate agrees that it will not use or disclose PHI except:
   - a. To perform services under the Service Agreement.
   - b. To perform certain administrative, financial, legal and quality improvement activities necessary to run the business and support the core functions of treatment and payment.

3. **Safeguards for PHI.** Business Associate agrees to do the following:
   - a. To maintain the security and confidentiality of any Advantage EAP client's PHI in accordance with HIPPA.
   - b. To use or disclose only the minimum amount of PHI necessary in order to perform the required services.
   - c. To take all reasonable security measures necessary to protect PHI kept in the Business Associates' various mediums of data storage (I.e. computer system, network, file, data or software) to which any employee, agent, subcontractor and any other individual has access.

4. **Reporting of Disclosures.** Business Associate agrees to notify Advantage EAP of any use or disclosure of PHI not authorized in this Agreement within two (2) business days of discovery of the unauthorized use or disclosures.
5. **Accounting of Disclosures.** Upon request of Advantage EAP, Business Associate shall provide a written accounting of disclosures of PHI regarding an individual in accordance with 45 CFR 164.528.

6. Audit. For the purposes of verifying compliance, the Business Associate will make available to Advantage EAP and to the Secretary of Health and Human Services, its' internal practices, books, records, etc. relating to the use and disclosure of PHI received from Advantage EAP, or created on behalf of Advantage EAP during the provision of services.

7. Third Party Agreements. Business Associate will ensure that any Agent, including a subcontractor to whom it provides PHI will abide by the same restrictions and conditions that apply to this Agreement and are required by HIPPA.

8. Obligations of Advantage EAP. Advantage EAP shall notify Business Associate of any limitation(s), restrictions or revocations in the use or disclosure of PHI to the extent that such limitation may affect Business Associate.

9. Right of Access to Information. In the event that any individual asks for access to or a copy of his/her PHI, the Business Associate will notify Advantage EAP within two (2) days of the request and allow Advantage EAP to handle this request. To assist Advantage EAP in complying with the client's rights provisions of HIPPA, Business Associate shall, at any time during this Agreement, make PHI in its possession available to Advantage EAP within five (5) business days of Advantage EAPs' request.

10. Right to Amendment. If any individual submits to Business Associate a request to amend his or her own PHI, the Business Associate shall, within two (2) business days, notify Advantage EAP of the details of such request and allow Advantage EAP to handle this request.

11. Compliance with HIPPA. Both parties (Advantage EAP and Business Associate) agree that whenever necessary, they will permit modification of the Agreement so that Advantage EAP is in compliance with HIPPA and any amendments thereto.

12. Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use of disclosure of PHI in a manner contrary to this Agreement or the HHS Privacy Regulations.

13. Termination for Failure to Comply. Advantage EAP may terminate the Agreement immediately if the Business Associate has violated a material term of these confidentiality and privacy provisions. Advantage EAP, at its option and sole discretion, may take steps to cure the breach. If such a cure is achieved, Advantage EAP may elect to keep this Agreement in force.

Advantage EAP

Individual Application

Date: _____

Applicant Name: _____

Email: _____ Group Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Tax ID#: _____ Checks Payable to: _____

Primary Clinical Office Location:

Address: _____

City: _____ State: _____ Zip: _____

Secondary Address: _____

City: _____ State: _____ Zip: _____

Telephone for referrals: ( ) _____ Fax: ( ) _____

Telephone for clients: ( ) _____ Emergency phone/pager: _____

License #: _____ State: _____ Expiration: _____

License #: _____ State: _____ Expiration: _____

Please list the insurance panels you belong to: _____

Please answer "yes" or " no" to the following questions. If "yes" then attach a full explanation.

Yes / No Is your license to practice independently encumbered in any way?

Yes / No Do you suffer from any condition that impairs your ability practice?

Yes / No Have you been sued for malpractice or have any pending suits against you?

Yes / No Have you ever been subject to disciplinary review action your state licensing board, state or national professional society, or hospital staff.

Advantage EAP

Individual Application

Yes / No Can you respond to Advantage EAP staff and clients within 24 hours?

Yes / No In life-threatening situations, can you see clients on the same day?

Can you provide services in languages other than English? If so, which? _____

What is the average wait between a client's call and his/her first appointment? _____

Days Available: ___ Mon. ___ Tues. ___ Wed. ___Thurs. ___Fri. ___Sat. ___Sun. Hours: _____

Check off your area of specialization/expertise:

	ADHD/ADD		Domestic Violence		Psychological Testing
	Addiction		EMDR		Psychosis
	Adolescents		Eating Disorders		SAP/DOT Certified
	Aging		Family		Sexual Abuse
	Anxiety Disorders		Gambling		Sexual Dysfunction
	Career Counseling		Grief/Mourning		Sexual Orientation
	Children (ages 1-6)		Hypnotherapy		Spiritual Counseling
	Children (ages 7-12)		Learning Disabilities		Stress Management
	Chronic Pain		Men's Issues		Women's Issues
	CISD		Mood Disorders		
	Couples		PTSD		
	Developmentally Disabled		Personality Disorders		
	Divorce Mediation		Physical Illness		

Please list any populations you do not feel comfortable working with:
_____

Comments:
_____
_____
_____

Attached documents checklist

___ Signed Agreements ___ License/certifications ___ Resume ___ Insurance