



## EAP PROVIDER AGREEMENT

E4 Health, Inc.

This is an agreement between E4 Health, Inc. ("e4 health") and the Provider or the Group Provider Organization ("Provider") listed on the final page of this document. E4 Health, as a provider of Employee Assistance Programs, facilitates referrals to licensed health care providers. It is our goal to provide the highest quality care to clients in need, and to assure that all ethical, legal, and professional standards are maintained.

By signing your associated Provider Application you have agree to the following below:

### **I. E4 Health agrees to:**

1. Help facilitate referrals to Provider when such a referral is deemed necessary due to work, psychological, personal or interpersonal problems. It is also E4 Health's obligation to respond to client requests for treatment and to help such clients evaluate the best possible course of treatment.
2. E4 Health shall be responsible for payment to Provider for EAP services that are delivered to a referred client when Provider is acting under the auspices of E4 Health.
3. Provide consultation to Provider on counseling/consultation goals, objectives, length of time, type and/or delivery of service.
4. Make payment on invoices for work authorized by E4 Health in a timely fashion (typically within 3-4 weeks of the time it is received.)

### **II. The Provider agrees to:**

1. Provide services deemed clinically appropriate, ethical, and legal according to the standards of his or her professional affiliation, State and Federal laws governing such practice, and any other applicable guidelines. Provider agrees only to provide services that he or she is qualified, authorized, and trained to provide.
2. Refer clients back to E4 Health when additional or different services are required that the Provider cannot or does not customarily offer. E4 Health will assist Provider and Client to locate an appropriate referral resource.
3. Accept, as full payment for services, the designated fees as listed in the attached schedule or cover letter. The Provider agrees not to charge clients, their employers, or their health insurance providers additional fees (i.e., "balancing billing") in excess of the agreed upon fee schedule for specific listed services. No co-pay is to be collected from the client (member). EAP is a benefit program not related to health insurance.
4. The Provider agrees to not charge members for no-shows related to their EAP sessions. If the member rolls into their insurance or goes into self pay, the provider's no-show policy can apply.
5. Submit to E4 Health, when requested, evidence of services provided. Provider will cooperate in E4 Health's quality assurance practices which can include, but will not be limited to, evaluation reports

of Provider's services, client's satisfaction with clinical services, changes in Provider's status or location, feedback on E4 Health services, etc.

6. Provider agrees to offer an initial appointment to E4 Health clients within 5 working days of the time referral is received.
  7. If referrals for ongoing treatment are indicated, the Provider will review future treatment plans, fee structure, and limits of benefit coverage with the client. If indicated, Provider will contact E4 Health care manager for assistance in referral. Payment for services that go beyond the limits of the client's current benefit coverage shall be the responsibility of the client, and not E4 Health or the client's employer. A statement of 'Freedom of Choice' shall be reviewed, signed by client, and kept on file by the Provider, should a 'Self-referral' be requested by the member (client).
  8. Maintain malpractice insurance at customary levels, remain licensed or certified according to applicable State laws, and notify E4 Health of any legal actions or occurrences taken against the Provider within 30 days of such action or occurrence. As a group or an individual you are responsible to send copies of updated licensure and malpractice coverage to E4 Health.
  9. Respond to E4 Health staff in a timely manner and cooperate with the referral process in the interests of efficient, professional, quality, and clinically appropriate care.
  10. The Provider agrees to send yearly updates of the clinician roster, updated areas of expertise, and a list of acceptable insurance plans.
  11. The Provider agrees to a timely filing period for invoices of 90 days of the last service date. Invoices received after 90 days of last date of service will be denied for payment. Provider group agrees not to bill our member (client) or their employer for any amount not paid due to administrative error on the part of the group.
- III. This agreement shall be in effect on the date noted on the final signature page of the Provider's associated Provider Application and will remain in effect for 1 (one) year. This agreement will be automatically renewed unless either party provides written notice to the other that termination is desired. Unless the provider serves a notice to us 90 days prior to expiration of initial agreement, this will renew under the same terms, conditions, and fees for an additional one-year term.
- IV. E4 Health is under no obligation to provide any number of referrals to the Provider Listed in this agreement. This agreement does not guarantee that the Provider will receive referrals from E4 Health.
- V. Either party to this agreement has the right to terminate this agreement with or without cause upon written notice by one party to another. The effective date of termination of agreement is 30 days after receipt of written notice of termination. Termination does not require Provider to interrupt or terminate ongoing treatment with referred clients.
- VI. Both Parties agree to maintain confidentiality with regard to medical/psychological records on each client's treatment program. Both parties agree to uphold the state and federal laws pertaining to confidentiality, privacy and security of records and clients.
- VII. E4 Health and its' employees and agents shall at all times be an independent contractor and not employers or agents of Provider, and shall not hold themselves out as an employer or agent of

Provider. Provider and its' employees and agents shall at all times be independent contractors and not employees of E4 Health, and shall not hold themselves out as employees or agents of E4 Health. Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform the services which are the subject of this Agreement.

- VIII. The Provider will, without exception, indemnify and hold harmless E4 Health from any suits, claims, losses, expenses, attorney fees, and all other costs that arise from the Provider's services to clients. Upon notice from E4 Health, Provider will resist and defend at its own expense, with legal counsel reasonably satisfactory to E4 Health, any such claim or actions. E4 Health shall, without exception, indemnify and hold harmless the Provider from any suits, claims, losses, expenses, attorney fees, and all other costs that arise from E4 Health's services to clients. Upon notice from Provider, E4 Health will resist and defend at its own expense, with legal counsel reasonably satisfactory to Provider, any such claim or actions.
- IX. The Agreement shall not prevent E4 Health or the Provider from entering into any other agreements with other parties.
- X. E4 Health does not send out 1099 forms unless the annual amount paid to the group is over \$600.