



empac

EMPLOYEE ASSISTANCE PROGRAMS

We pride ourselves in securing quality therapists for our national network. In order to be considered for our network, please return the following:

- Completed Affiliate Provider Application
- Copy of your current malpractice/liability insurance certificate (\$1,000,000 single / \$3,000,000 aggregate minimum); if you are submitting a group policy, please include a list, on company letterhead, listing all individuals covered by policy
- Copy of your current state license(s) or certifications, with expiration date
- Copy of your most recent resume or CV
- Completed and signed W-9 form
- Statement of Understanding form is to be completed at each clients first visit and sent in with your first billing submission.

Return the above information to:

Empac

Attn: Affiliate Coordinator
300 W Douglas, Suite 930
Wichita, KS 67202

Or fax to: 316-265-9427 (Attn: Affiliate Coordinator)

Or email to: empac@empac-eap.com

Affiliate Provider Details

Name: _____ Checks should be made to: _____

Mailing Address (W9 address): _____

City: _____ State: _____ Zip: _____

Office Phone: () _____ Fax: () _____

Email address: _____ Preferred authorization method: Email Fax

Practice Location (if different from above):

Address: _____ City: _____

State: _____ Zip: _____ Is practice located in a home? _____

TAXID/FEIN: _____

Languages spoken (other than English) _____

Age range: _____ to _____

We have received an upturn in requests from clients for therapists with similar ethnicities/race. If you are comfortable, please list yours: _____

Session conduction (check all that apply): In Person Phone Video

Specialties/:Client Focus

Trauma/Abuse	Addiction	ADHD	Adolescents	Adoption	Anger Mgmt
Christian/Faith	Critical Incident	Anxiety/Depression	Divorce	Eating Disorders	EMDR
Marriage/Family	Finances/Budgeting	Fitness for Duty	Gambling	Geriatric	Grief/Loss
Sexual Abuse	Learning Disabilities	Men's Issues	Play Therapy	PTSD	Sexuality
Sleep Disorders	Women's Issues	Child	LGBTQ	First Responder	BIOPOC

Office Hours

Mon:	Fri:
Tues:	Sat:
Wed:	Sun:
Thurs:	

DISCLOSURE

If you answer "Yes" to any of these questions, please provide the following information:

1. The date the action was initiated.
2. An explanation of your involvement.
3. Current status, including final determination or action.
4. Details of judgment, settlement, or action.

Have you ever been convicted of a misdemeanor related to your profession?	Yes	No
Have you ever been charged or convicted of a felony?	Yes	No
Have you ever been investigated by a professional licensure board or association?	Yes	No
Have you ever had your professional license denied, restricted, suspended or revoked?	Yes	No
Have you ever voluntarily relinquished your professional license?	Yes	No
Are there any formal disciplinary actions or criminal charges pending against you?	Yes	No
Have any complaints been filed against you?	Yes	No
Have you ever been involuntarily terminated from professional employment?	Yes	No
Has a professional liability insurance carrier ever denied or canceled your coverage?	Yes	No
Have you ever been sanctioned or excluded from federal, state or local programs?	Yes	No
Have you had any malpractice or professional liability suits or arbitration?	Yes	No

If yes on any of the above, please explain: _____

Affiliate Agreement

1. Affiliate hereby agrees to provide services as described herein to clients of **empac** and compensation as stated herein.
2. Affiliate agrees to be appointed as an independent contractor, not an employer/employee relationship, or principle agent, to perform services for a specified fee.
3. To assess and evaluate **empac** client and/or refer services to an appropriate service provider for employees and their immediate household members. When an outside referral is needed, Affiliate will review and consider the employee and/or household members' financial status and health care coverage.
4. Affiliate will maintain complete and accurate records of each case in accordance with governing state and federal statutes regarding confidentiality.
5. Affiliate will not solicit payment or fees from clients referred for EAP services, or from the client's medical insurance provider, unless continuing care is to be provided after EAP benefits have lapsed or expired.

6. Affiliate agrees to submit proper documentation and billing in a timely fashion and understands that submissions received within 30 days of each respective session date will be reimbursed at the full rate as outlined below. Submissions received after 60 days of each session date will be reimbursed at 50% of the stated rate, and submissions received after 90 days will not be reimbursed.
7. Affiliate agrees that no expense of any kind incurred by or created by said Affiliate would be the responsibility of **empac** and said expenses would be the sole responsibility of the Affiliate.
8. Affiliate will pay its own and is responsible for liability insurance, unemployment insurance, workman's compensation, state and federal income taxes and any Social Security payments required by law.
9. Affiliate agrees to indemnify and hold harmless **empac** from any claims, losses, and liability from damage to property, injury, death, or persons as a result of acts or omissions of Affiliate, or the use of any motor vehicle, equipment or property, in connection with said services. Affiliate agrees to pay all claims, losses and liability of costs, fees, and attorney's fees relating to said action for damages.
10. Affiliate agrees to maintain a public liability and professional liability insurance covering losses or claims relating to or arising out of said services rendered by said Affiliate. Affiliate will provide proof of said policy to **empac** before or at the time this contract is fully executed, but no later.
11. In consideration for services to be performed by Affiliate, **empac** agrees to pay Affiliate the following compensation:
Empac will pay Affiliate **\$65.00** for each authorized session. Said documentation may be mailed directly to EMPAC, 300 W. Douglas, Suite 930, Wichita, KS 67202, emailed to empac@empac-eap.com or faxed to (316) 265-9427. Please note that sometimes email communications can inadvertently end up in a junk mail folder and not processed.
12. If the affiliate provides a Substance Abuse Professional (SAP) evaluation, as outlined in §49 C.F.R. Part 40 of the Department of Transportation regulations, EMPAC will reimburse the required two (2) sessions (initial evaluation and follow-up evaluation) at **\$400.00 per case**.
13. If **empac** requests Affiliate to provide supervisory or managerial training, said sessions will be paid at a rate of **\$65.00** per hour.
14. **Empac** will pay Affiliate **\$35 per hour** in connection with travel time to provide any training we request from the provider.
15. Affiliate agrees to act as **empac**'s representative and perform when requested by **empac** a study and analysis of **empac**'s clients' support needs as well as to help the client effectively utilize the EAP.
16. Said agreement constitutes the entire agreement of both parties. There were no other written or oral representations made or relied upon by either party other than what is contained in this agreement. Any alterations or changes in this agreement must be made in writing and signed by any officer of Affiliate and **empac**. In addition, this contract cannot be transferred or assigned by Affiliate without the approval of **empac**.
17. Affiliate agrees to notify **empac** immediately if any changes in Affiliate's address and/or telephone number.
18. Affiliate agrees that for a period of two (2) years after termination of the agreement, no contact or solicitation of any **empac** clients for the purpose of offering said clients the same or similar services as specified in this agreement. Said Affiliate agrees that if Affiliate breaches the content of said paragraph the **empac** will be entitled to obtain equitable relief to enjoin said contract.

19. Affiliate and **empac** agree that if either party fails to object or takes action with respect to conduct that is in violation of this agreement, this will not constitute a waiver of said present or future breach.
20. Affiliate and **empac** agree that the laws of the State of Kansas shall govern the interpretation, applicability, and terms and condition of this agreement.
21. Affiliate agrees and acknowledges that this agreement is not a consumer contract and as such is not subject to any law, statute or regulation governing said contract.
22. Said parties agree that they are bound by the terms of this agreement and acknowledge so by affixing their signatures herein. Said parties agree that they are the proper parties to sign said agreement and they may bind themselves and said organizations they represent.
23. All notices and correspondence relevant to this agreement will be sent by US Post Office or faxed to the address listed herein.
24. In the event affiliate defaults on or breaches this agreement, **empac** will be entitled to recover from affiliate all of its attorney fees incurred for any action taken on its behalf or advice it receives regarding remedies **empac** may choose to utilize against affiliate.
25. Affiliate agrees to uphold **empac** policy in which they must receive an authorization from an **empac** representative prior to conducting a session with a client. Affiliate understands that if a session is provided without proper authorization, **empac** is not responsible for reimbursement.
26. In the event any clause in this agreement is found not to be enforceable for any reason, said determination shall not affect the remaining portions of this agreement.
27. The agreement may be modified by mutual agreement of **empac** and affiliate. Any modifications shall be in writing and shall be executed by **empac** and affiliate.

Affiliate Provider Signature

Date

Empac Authorized Signature/Title

Date

Empac

STATEMENT OF UNDERSTANDING

Must be Signed by Every Client at Initial Session

Empac provides professional evaluation of personal and job-related concerns, short-term counseling, assessment, referral, and coaching at no cost to employees, their spouses, dependents and other household members. Those accessing Employee Assistance Program (EAP) services will be treated with dignity and respect, regardless of race, creed, religion, disability, sexual or affectional orientation. The confidential and voluntary use of EAP services will not jeopardize your employment or job status.

Restrictions

Empac counselors and **empac**-contracted EAP counselors do not provide any services that are mandated by or may require involvement with the courts. This may include, but is not limited to: divorce, child custody, domestic violence, DUI/DWI infractions. If such an issue is revealed during an appointment, you will be referred to an appropriate resource outside of the EAP for care.

Confidentiality

As an **empac** client, you have a right to privacy and to review, request, and/or provide an addendum to information in your record. **Empac** services are strictly confidential within the limits of the law. Your counselor is required to provide certain clinical information to **empac**, which reviews it to ensure you are receiving quality EAP services and case management. **Empac** has the right to access your case notes and clinical records. All **empac** staff members with access to your file are aware of the need to protect your privacy.

Empac counselors and **empac**-contracted counselors are required to report suspected abuse or neglect of a child, elderly person, or vulnerable adult to a designated social service agency, and to act to prevent imminent threats of suicide or grave physical harm. *No information will be released to persons, agencies or organizations outside of **empac** without your written consent, except by court order or as required or allowed by law.* Kansas state law also mandates that we consult with your primary care physician. You may choose to waive this consultation. If you have been mandated to **empac** by your employer, your counselor may share results of assessment and recommendations with your assigned **empac** case manager, although cannot disclose any information to your employer.

If you are employed by a company contracted with or regulated by the Department of Defense, the Department of Transportation, or the Nuclear Regulatory Commission, **empac** may be required to disclose information about your EAP consultation under the following conditions: 1) there is a significant breach of security or safety policies; 2) EMPAC received an administrative summons or judicial subpoena or order; 3) you were referred due to a positive drug test; 4) as further defined by your employer.

Your signature below indicates that you have read and understand this form.

Client Name

Client Signature

Clinician Signature

Date



Providers

OVERVIEW: MANDATORY REFERRAL

Employers mandate their employees to EAP sessions when there are workplace related issues; behaviors affecting their work, attendance, conflicts with coworkers, mental health concerns, failed UA/breathalyzer.

Session amounts vary by employer contract. Session amount allotted can be found on authorization of services. Upon referral you will receive: Authorization, Statement of Understanding, Compliance report and Closing Summary. Notify Case Manager of 1st ct appt.

Failed UA: Assess for treatment needs. Generally, employers would like employee to pass a drug screen in order to return to work. **Empac** will notify you if this is a requirement. These are the responsibility of the client. If you do not provide UA's at your office, refer the client to a facility to get this done and have ct sign a release to you for the results.

The employee does not have to attend all authorized sessions listed on the form if client is meeting mandatory requirements.

Workplace Behaviors: Productivity, Performance issues, Conflicts, etc. Typically, all allotted sessions are attended.

Mental Health Concerns: Suicide Ideation, Homicidal Ideation, etc.

Attendance: Employee calling in often, leaving early etc. Typically, does not require more than 2 sessions, unless you assess and deem more sessions needed due to underlying issue (depression, family, etc)

1st session: Set goals and sign compliance report and SoU. Then assess for treatment needs (if applicable).

If outpatient/ inpatient determined: refer client to treatment center (if you cannot provide those services) and continue sessions as follow ups/check ins until deemed successful.

If no treatment needs determined: Schedule UA with ct (if employer requires-**empac** specifies) then schedule one or 2 more appts for follow up and results.

2nd session: continue work on goals/ recommendations

3rd-5th session(s): If client is not successfully released by these sessions- report progress, compliance, attendance, what was worked on in session.

6th session- Final session closing summary- successful release or unsuccessful

Reports are to be sent to case manager at **empac** within 48 hours of sessions attended.

If a client no shows/cancels/ reschedules: **empac** must be notified.

Compliance reports should include: progress, attendance, recommendations, compliance, basic overview of sessions. If you would like to provide more detailed information, feel free to do so.

Empac does not share full session details with employer, only information related to mandatory referral.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
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or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.