



# 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
- The Statement of Understanding form is to be completed at each client's first visit and sent in with your first billing submission

Return the above information to:

**Empac**

Attn: Affiliate Coordinator .  
200 W Douglas, Suite 250  
Wichita, KS 67202

Email to: [empac@empac-eap.com](mailto:empac@empac-eap.com)

# Affiliate Provider Details

Name: \_\_\_\_\_ Checks should be made to: \_\_\_\_\_

Mailing Address (W9 Address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: (\_\_\_\_) \_\_\_\_\_ Email address: \_\_\_\_\_

Practice Location (if different from above):

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Is practice located in a home? \_\_\_\_\_

TAX ID/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

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

## 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.
4. Details of judgment, settlement, or action.

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

If yes on any of the above, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Affiliate Agreement

Please verify by initialing each statement that you have read and understand the following:

- \_\_\_\_\_ Initial 1. Affiliate hereby agrees to provide services as described herein to clients of **empac** and compensation as stated herein.
- \_\_\_\_\_ Initial 2. Affiliate agrees to be appointed as an independent contractor, not an employer/employee relationship, or principal agent, to perform services for a specified fee.
- \_\_\_\_\_ Initial 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.
- \_\_\_\_\_ Initial 4. Affiliate will maintain complete and accurate records of each case in accordance with governing state and federal statutes regarding confidentiality.

\_\_\_\_\_ Initial 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.

\_\_\_\_\_ Initial 6. Affiliate agrees to submit proper documentation and billing in a timely fashion and understands that submissions received **within 90 days** of each respective session attended will be reimbursed **at the full rate**. Any submissions received after 90 days will not be reimbursed.

**Please note:** Empac will reimburse Affiliate for one (1) no-call/no-show OR one (1) late cancellation per client for the life of the case.

\_\_\_\_\_ Initial 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.

\_\_\_\_\_ Initial 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.

\_\_\_\_\_ Initial 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.

\_\_\_\_\_ Initial 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.

\_\_\_\_\_ Initial 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, 200 W. Douglas, Suite 250, Wichita, KS 67202, emailed to [empac@empac-eap.com](mailto:empac@empac-eap.com).

\_\_\_\_\_ Initial 12. 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.

\_\_\_\_\_ Initial 13. 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 to 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 an Affiliate without the approval of **empac**.

- \_\_\_\_\_ Initial 14. Affiliate agrees to notify **empac** immediately if there are any changes in Affiliate's address and/or telephone number.
- \_\_\_\_\_ Initial 15. 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.
- \_\_\_\_\_ Initial 16. 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.
- \_\_\_\_\_ Initial 17. Affiliate and **empac** agree that the laws of the State of Kansas shall govern the interpretation, applicability, and terms and condition of this agreement.
- \_\_\_\_\_ Initial 18. 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.
- \_\_\_\_\_ Initial 19. 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.
- \_\_\_\_\_ Initial 20. All notices and correspondence relevant to this agreement will be sent by U.S. Post Office or faxed to the address listed herein.
- \_\_\_\_\_ Initial 21. In the event affiliate defaults on or breaches this agreement, **empac** will be entitled to recover from affiliate all its attorney fees incurred for any action taken on its behalf or advice it receives regarding remedies **empac** may choose to utilize against affiliate.
- \_\_\_\_\_ Initial 22. 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.
- \_\_\_\_\_ Initial 23. 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.

Initial

24. 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.

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Affiliate Provider Signature

Date

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**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 1<sup>st</sup> ct appt.*

**Failed UA:** Assess for treatment needs. Generally, employers would like employee to pass a drug screen 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 UAs 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:** Typically, does not require more than two sessions unless you assess their situation and determine more sessions are needed due to underlying issues such as depression, anxiety, family issues, etc.

#### **For Substance:**

**1<sup>st</sup> Session:** Set goals, sign compliance report and Statement of Understanding. Assess treatment needs (if applicable).

- If outpatient/inpatient treatment 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 are determined—schedule UA with client (if employer requires that empac specifies) and schedule one or two more appointments for follow up and results.

**2<sup>nd</sup> Session:** Continue to work on goals and recommendations

**3<sup>rd</sup>-5<sup>th</sup> Session(s):** Using your professional judgment, if client is not successfully released by these sessions—report progress, compliance, attendance and what was worked on in session.

**Final Session-** Do a closing summary and note whether client is a successful or unsuccessful release.

**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, and 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.***



# INFORMATION ONLY

EMPAC, Inc.  
200 W Douglas, Suite 250  
Wichita, KS, USA, 67202

## Authorization Of Service

Authorization ID:

Return to:  
Fax: 316-265-9427  
[Empac@empac-eap.com](mailto:Empac@empac-eap.com)

### Authorized Provider Information

Name:  
Office Location:

Work:  
Fax:  
Cell:

Mailing Address:

Rate/Hour:

Email:

Secondary Email:

\$60.00

### Client Information on File

Name:  
Address:

Cell:  
Work: Home:

Sessions:

Organization:  
Case Manager:  
Presenting Problem:  
Client Type:  
Date Of Birth:

StartDate:  
End Date:

Intake Notes:

Session #	Session Date	Duration (hrs.)	Problem Area/Details	Paid On*

Is this client in threat of harm to self or others?  Yes  No If yes, please describe protective action:

EMPAC, Inc.  
200 W Douglas, Suite 250  
Wichita, KS, USA, 67202

# Authorization Of Service

Authorization ID:

Return to:  
Fax: 316-265-9427  
[Empac@empac-eap.com](mailto:Empac@empac-eap.com)

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**Case Summary/Notes:**

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**Referral Info:**

**Provider Signature:**

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Please submit claims after each session attended. Submissions received within 90 days of each respective session date will be reimbursed at the full rate. Submissions received after 90 days will not be reimbursed. For mandatory referrals: Compliance reports and claims must be submitted within 48hrs of each session.