



## **New Provider Registration**

Would you like to join American Counseling & Training's National Provider Pool?

We at American Counseling & Training are always looking for qualified Licensed therapists, D & A assessors and additional specialists that have a variety of skills meeting the needs of our clients.

- ▶ Introduction
- ▶ Reference Info
- ▶ Contract

### **American Counseling & Training, Inc.**

**EMPLOYEE ASSISTANCE PROGRAMS**

P O Box 66083 ♦ Portland, OR 97290

Local 503-774-9971

National 866-774-9971

FAX 503-774-3221

[www.ACT-EAP.com](http://www.ACT-EAP.com)

**American Counseling & Training**  
EMPLOYEE ASSISTANCE PROGRAMS  
P O Box 66083  
Portland, OR 97290

Dear Provider,

We at American Counseling & Training are always looking for mental health therapists and substance abuse counselors to join our provider network.

While we are currently emphasizing the Western United States, we are interested in clinic and self employed personnel throughout America who want to join a dynamic and growing network of providers.

Our requirements are that you be licensed within the state you are practicing and carry liability insurance.

We are especially interested in those therapists and counselors who are bi-lingual as well as therapists who have specialized in PTSD (Post Traumatic Stress Disorder).

The Veterans Administration is currently overwhelmed with returning veterans suffering from PTSD, with untreated veterans and family members overwhelming federal, state and county mental health resources.

As our name implies, we place a great deal of emphasis on work site training for both management and company personnel.

Beginning with drug and alcohol awareness and the prevention of work site violence, we continue to provide additional training selections and articles of interest for company personnel and family members.

If you are interested in joining our provider network take a moment to complete the following application and contract.

Also, please include your Resume, references and how best to reach you.

You may mail or FAX your completed contract directly to us.

Thank you for your interest.

Reese M. Matye, MS  
President and CEO

**PROVIDER REGISTRATION QUESTIONNAIRE**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Are you an  independent contractor or  clinic representative?

Where did you receive your education and training? \_\_\_\_\_

Degree(s) \_\_\_\_\_

Licensed in the state(S) of \_\_\_\_\_

Insured by \_\_\_\_\_

Your experiences, interests and specialties \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please include your Resume' and references.

# American Counseling & Training

## EMPLOYEE ASSISTANCE PROGRAMS

P O Box 66083  
Portland, OR 97290

### PROVIDER CONTRACT

THIS AGREEMENT, made and executed as of **Date** \_\_\_\_\_ between **Name** \_\_\_\_\_ and **American Counseling & Training, Inc.** (an Oregon corporation) referred to as “**AC&T**” will be effective for one year, with an annual renewal. Parties may terminate for cause within a twenty day notice. As of this date **Name** \_\_\_\_\_ **Location** \_\_\_\_\_ is an **AC&T** Contracted Provider.

WHEREAS, \_\_\_\_\_ is contracted and licensed within the State of \_\_\_\_\_ to provide mental health services as well as additional supportive services as required.

### Article One - Definitions

These terms are used in this agreement from this point on:

1.0 **Provider** is a contracted health care clinic that agrees to provide care to **AC&T** client company personnel and immediate family within 1-4 sessions at \$100 per session.

1.1 **Employee Assistance Program** support includes drug and alcohol assessments, mental health evaluations and additional resources as jointly determined by **AC&T** and \_\_\_\_\_

1.2 **Client firm** is any **AC&T** enrolled company that are receiving Employee Assistance Program services.

1.3 **Group** means any Employer, Labor Organization, Labor Group or other organizations that enter into a subscription agreement with **AC&T**.

1.4 **Member** is any employee or immediate family member authorized to receive Employee Assistance Program services.

1.5 **Agreement** means the administrative policies that Provider is to follow.

### Article Two

**Independent Contractor or clinic agrees to:**

- 2.0 Maintain all licenses and/or certification requirements necessary to practice in the **STATE OF \_\_\_\_\_**.
- 2.1 Evaluate, arrange for and provide EAP services that are required by each member client.
- 2.2 Provide these services at the time of referral and not delegate these services without discussing prognosis, goals and objectives with **AC&T**.
- 2.3 Provide services at locations that ensure an efficient delivery of those services.
- 2.4 Initiate services that are diagnosable and necessary for the stabilization and well being of the client and will also discuss the prognosis, goals and objectives with **AC&T** and will make the final diagnosis and delivery of identified services.
- 2.5 Remain discrimination free as to race, creed, color, religion, sexual orientation, national origin, age and disability.
- 2.6 Not independently bill or collect from participating members. Co-payment collections are authorized by **AC&T** through a pre-agreement. This agreement will survive the termination of this contract.
- 2.7 Indemnify **AC&T**, it's agents, independent contractors and employee's against all claims, damages, losses and expenses, including reasonable attorney fees arising out of the performance of providers work that are cause in whole or in part by Provider's negligence or omissions, or that of anyone employed for whose acts may be liable. Any modifications, additions or deletions to the provisions of this hold harmless clause shall become effective on a date no earlier than that specified by the **State of \_\_\_\_\_**. Insurance Commissioner
- 2.8 Maintain a system of records acceptable to **AC&T** and member/client activities, such as release of information and additional administrative =forms that will be discussed with **AC&T**.
- 2.9 Discuss all services up to and including emergencies as well as having a working knowledge of community resources and will share this information with **AC&T**.
- 2.10 Follow and practice State and federal confidentiality laws at all times.
- 2.11 Make available to **AC&T** phone number(s) and/or clinic business hours.
- 2.12 Participate in **AC&T** Utilization Review decisions consistent with established professional practices.
- 2.13 Assist all **Members** to complete EAP services after the termination of a contract or the end of member employment.

- 2.14 Understand that **AC&T** is free to contract with additional Providers, as independent contractor or clinic may be employed by additional EAP corporations.
- 2.15 Keep clear of conflict of interest's.
- 2.16 Brief and Participate with **AC&T** when EAP visits end and aftercare begins.

**Article Three**  
**ACT Agrees:**

- 3.0 To perform it's administrative, accounting and other functions that are necessary for the administration of this agreement.
- 3.1 To provide utilization review's and quality assurance services directly related to provided services, which may include but are not limited to case review meetings and clinical administration activities.
- 3.2 To provide advanced information concerning a referral such as supervisory observations and personal information.
- 3.3 To not intervene between Provider and Client, with the belief that the first and most important relationship is between the Provider and Client and should not be interfered with.
- 3.4 To view the Provider as the authority who shall have responsibility for all final professional decisions as to the treatment goals of Client.
- 3.5 To participate as the referral source and advisor, while looking to the Provider as the final word and evaluator, assessor and historian.

**Article Four**  
**Compensation To The Provider**  
**AC&T shall:**

- 4.0 Pay **\$100 per visit for 1-4 sessions**. Special projects such as training and crisis interventions will be negotiated on a case by case basis with remote locations of over ten miles away justifying a mileage reimbursement rate which will be that of current federal reimbursement rates.
- 4.1 All reimbursements are the results of pre-approved services. Any additional activities that are not pre-approved will not be reimbursed.

- 4.2 Agree to pay for pre-approved services. Reimbursement for 1-4 EAP sessions may also include an initial telephonic intake/assessment as the first of four sessions with three annual EAP visits remaining.
- 4.3 Look to Provider to submit claim for reimbursement on a form of their choosing.
- 4.4 Pay invoices within a 30 day time frame.

**Article Five**  
**Relationship Between AC&T and Provider shall:**

- 5.0 Posses an independent contractors agreement (1099) with no employee-employer relationship.
- 5.1 Conduct a close and cooperative on-going relationship and dialogue in an effort to identify community assets and resources that will benefit all concerned.

**Article Six**  
**Resolution of Disputes**

In the event of a dispute concerning the construction, interpretation, performance under, or breach of this Agreement, such dispute shall; be submitted to arbitration by a single arbitrator under the rules and procedures set forth by the American Arbitration Association. The arbitrator decisions shall be final and the judgment may be entered upon it in a court in accordance with applicable law. During any arbitration proceedings Provider shall continue to deliver care hereunder. However, the arbitration shall not extend the term of this agreement or affect any termination provided for hereunder.

**Article Seven**  
**Confidentiality of Client information means that:**

- 7.0 There will be no disclosure or release of Client information to any individual, organization or firm without a signed Release of Information.
- 7.1 Provider agrees to maintain operations at the highest standards, consistent to state law and professional ethics, with client information released only when a threat to self, others or a criminal act has been committed.
- 7.2 Provider agrees not to divulge, communicate, use to the detriment of **AC&T** or for the benefit of any other person(s) or entity, or misuse in any way any confidential information or other proprietary information of **AC&T**, including but not by way of limitation, names and addresses of **AC&T** client base, personnel information, materials, methods of operation or other technical data.

7.3 Provider acknowledges and agrees that all of these matters were received in confidence during this agreement.

7.4 All Client information even though gained and managed by Provider is the property of **AC&T** and as permanent and confidential records will be secured under lock and key.

### **Article Eight**

#### **A Formal Referral to Provider will begin when:**

8.0 **AC&T** receives the initial request for service in the following manner:

A request for EAP services is made by accessing **AC&T** toll-free 1-877-774-9971, E-Mail [actep@earthlink.net](mailto:actep@earthlink.net) or by FAXING a request to 503-774-3221

An overview of the requesting client will be evaluated and assessed as to it's urgency and need with a referral to Provider after **AC&T** contacts and evaluates member's request.

Provider will be briefed and will then contact the Client within one working day.

### **Article Nine**

#### **Insurance and Indemnification**

Provider agrees to save harmless, defend and indemnify **AC&T**, the Group and their officers, directors, employees and agents, from and against all claims, demands, causes of action, liability and damages that may arise out of any alleged malpractice or negligence caused or alleged to have been caused by Provider, it's staff, agents or employees in the performance of or omission of, any duty assumed by Provider. Provider agrees to maintain a policy of insurance for this purpose's with a responsible insurance company approved by **AC&T** for the benefit of Provider's staff, agents or employees. Policy is to provide coverage with a minimum amount of One Million/ Three Million, with respect to any claim or claims that may arise out of, or as a result of any alleged malpractice, negligence, act of omission caused or alleged to have been caused by Provider, it's staff, agents or employees in the performance of, or omission of, any duty assumed by Provider as well as associates hereunder or in connection here with.

**Article Ten**  
**Term and Termination shall:**

10.0 Commence on the date written and shall continue from year to year thereafter.

10.1 Be terminated by either party during it's initial or any subsequent term by written notice given at least ninety days in advance of such termination unless otherwise provided under this agreement, upon termination the rights of each party shall terminate: provided, however, that such actions shall not release Provider from it's obligation to cooperate with all reasonable and medically appropriate arrangements **AC&T** may undertake to ensure the delivery of EAP services to Members.

10.2 Reserve the right to terminate this agreement immediately by written notice to Provider due to the termination of **AC&T** obligation to provide mental health or substance abuse treatment services to any Client or the imposition of any sanction, including but not limited to civil fines or penalties, by any state or federal agency against a violation of the license or eligibility to receive reimbursement of or any individual Provider or clinicians rendering services with Provider, violation of the administration, insurance conditions or, the guilty plea to any felony or crime involving moral turpitude. Provider will notify **AC&T** immediately upon the occurrence of any of the events or actions or a notice of charges or actions, alleging the existence of any action.

**Article Eleven**  
**Miscellaneous**

11.0 Provider agrees that to solicit any **AC&T** client with the purpose of providing services independently of **AC&T**, or attempt to divert any business competitors of **AC&T**, or any account of **AC&T**, constitutes unfair competition. Provider promises and agrees not to engage in any unfair competition with **AC&T** while this procedure is in force and during the eighteen-month period immediately following the termination of this agreement. It is agreed that in the event that Provider does any such business with any such account, Provider shall pay **AC&T** a sum equal to 150% of the annual billings on the account. Said payment represents a reasonable endeavor by the parties hereto to estimate the fair compensation for any foreseeable resulting losses of a breach of contract.

11.1 Any notice required under the terms of this **Procedure** shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to each party at the address below. Any such notice shall be effective upon receipt by the party to whom it is given.

**American Counseling & Training  
P O Box 66083  
Portland, OR 97290**

<b>Provider</b>	Name	_____
	Address:	_____ _____ _____
	Phone	_____
	FAX	_____
	E-Mail	_____

11.2 This **Agreement** contains the entire understanding between Provider and **AC&T** with a complete reference to the matters contained herein, there being no additional terms, conditions, warranties, or representatives other than those contained herein and no amendments will be considered valid unless made in writing and signed by both parties.

11.3 Any provision of this **Agreement** which shall be determined to be invalid or otherwise unenforceable shall not affect the rest or remainder of this **Agreement** and shall remain in full force and effective unless the removal of the invalid or unenforceable provisions would substantially defeat the basic intent, purpose and spirit of this **Agreement**.

11.4 This **Agreement** shall be constructed and interpreted according to the laws found within the State of \_\_\_\_\_.

**Exhibit A**  
**American Counseling & Training**  
**EAP Provider Agreement**

AC&T shall pay Provider or covered services performed according to the following fee structure:

1. Assessment and EAP visits are all included within a 1-4 benefit model at \$100 per session.
2. AC&T at times may have additional projects such as orientations and trainings. These additional projects and compensation will be discussed on an individual basis.
3. At times additional support concerning a Client may also require an unusual amount of activity, travel, time and effort. In these circumstances, special requirements may mandate additional time, sessions and resources. When additional support is needed Provider and AC&T will discuss these requests on a case-by-case basis.
4. IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year:

**American Counseling & Training, Inc**

**Clinic Representative**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

**Reese M. Mayte**  
**Principle Officer**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**License Number**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**