

EMPLOYEE RESOURCE SYSTEMS, INC.
INDIVIDUAL APPLICATION

Date: _____

Applicant Name: _____ Email Address: _____

Group Name: _____ Tax ID#: _____

Checks Payable to (corresponds with Tax ID#): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

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: _____

NPI# _____

Please circle the Insurance panels you belong to: Aetna BC/BS First Health Human PHCS UBH

Other: _____

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 to 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 by your state licensing board, state or national professional society, or hospital staff?



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Yes / No Can you respond to ERS 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 areas 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:



EMPLOYEE RESOURCE SYSTEMS, INC.
AFFILIATE AGREEMENT

1. Affiliate agrees to work as an independent contractor, not an employee of ERS. ERS will pay affiliate **\$65.00 per session for EAP assessment**. Sessions lasting longer than one hour will not be reimbursed on a pro-rated basis.
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 must be on file with ERS. ERS must be informed immediately of any change in affiliate's licensure or malpractice status.
3. An ERS counselor will contact affiliate with referrals for assessment and will authorize assessment sessions based on the provisions of the client company contract with ERS. The ERS counselor will send affiliate written authorization of the number of sessions authorized. Clinical information packets with ERS documentation and billing forms are available from our website: www.ers-eap.com.
4. Affiliate will conduct in-person assessments of ERS 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 ERS 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 ERS. Depending upon the presenting problem and client's needs and resources, affiliate will assist ERS in locating an appropriate local referral resource. ERS 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 ERS billing form) to the ERS 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 ERS; 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 ERS FORMS TO:

Employee Resource Systems, Inc.
29 East Madison, Suite 1600
Chicago, IL 60602
Phone: 866-377-5550
Fax: 312-780-6344

The above document defines the agreement between Employee Resource Systems (ERS) and Clinical Affiliate.

Please Print Name

Signature

Date

ERS Provider Relations Department

Date



29 E. Madison, Suite 1600
Chicago, IL 60602-4412
Phone: 312-780-6316 Fax: 312-780-6344
www.ers-eap.com

EMPLOYEE RESOURCE SYSTEMS, INC.
BUSINESS ASSOCIATE AGREEMENT - REVISED

This Business Associate Agreement with Security Addendum (“Agreement”) is made and entered into on

Date: _____, by and between Employee Resource Systems, Inc. (ERS) and

Name: _____, our Business Associate.

The purpose of this agreement is to protect the privacy of individually identifiable health information and to comply with the business associate contract requirement of the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rules”) issued by the Department of Health and Human Services and to maintain the security of the electronic protected health information and comply with the requirements of the Standards for Security of Electronic Protected Health Information (“Security Rules”) issued by the Department of Health & Human Services in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as amended by Division A, Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009 (“ARRA”).

ERS 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 HIPAA.

HIPAA requires ERS to obtain assurances from the Business Associate about how it will use and protect PHI. Now, therefore, the parties agree as follows:

1. Definitions.

- a. “ERS” means Employee Resource Systems, Inc. or the affiliate or subsidiary thereof that has an agreement for goods and/or 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 ERS and includes health information in electronic format.
- c. “Business Associate” means the organization or individual with which ERS 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 ERS client’s PHI in accordance with HIPAA and Division A, Title XIII, Subtitle D, of ARRA.
- b. To use or disclose only the minimum amount of PHI necessary in order to perform the required services.
- c. Implement all reasonable administrative, physical and technical safeguards and security measures necessary to protect PHI kept in the Business Associates’ various mediums of data storage and/or



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data transmission (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.** Upon discovery of any unauthorized use or disclosures of PHI, the Business Associate shall report to ERS without any reasonable delay, any compromise or breach of PHI. ERS shall be obligated to investigate to determine the nature of the compromise/breach, who was affected by the breach, and whether or not said compromise/breach would be harmful in any way to the affected party(ies.) ERS must notify HHS, as well as the affected party(ies), of any unsecured PHI breaches within 60 days from the initial discovery.
- 5. Accounting of Disclosures.** Upon request of ERS, 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 ERS 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 ERS, or created on behalf of ERS 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 and agrees to implement reasonable and appropriate safeguards that apply to this Agreement and are required by HIPAA and Division A, Title XIII, Subtitle D, of ARRA.
- 8. Obligations of ERS.** ERS 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's provision of services.
- 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 ERS within two (2) days of the request and allow ERS to handle this request. To assist ERS in complying with the client's rights provisions of HIPAA, Business Associate shall, at any time during this Agreement, make PHI in its possession available to ERS within five (5) business days of ERS' request.
- 10. Right to Amendment.** If any individual submits to Business Associate a request to amend her or her own PHI, the Business Associate shall, within two (2) business days, notify ERS of the details of such request and allow ERS to handle this request.
- 11. Compliance with HIPAA and Division A, Title XIII, Subtitle D, of ARRA.** Both parties (ERS & Business Associate) agree that whenever necessary, they will permit modification of the Agreement so that ERS is in compliance with HIPAA and Division A, Title XIII, Subtitle D, of ARRA, and any amendments thereto.
- 12. Mitigation Procedures.** Business Associate must take steps to remedy any compromise or breach of PHI and will notify ERS of those steps taken.
- 13. Termination for Failure to Comply.** ERS may terminate the Agreement immediately if the Business Associate has violated a material term of these confidentiality and privacy provisions. ERS, at its option and sole discretion, may take steps to cure the breach. If such a cure is achieved, ERS may elect to keep this Agreement in force.



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14. Return of PHI. At termination of this Agreement, Business Associate agrees that it will return all PHI (without retaining copies thereof) or destroy information received from ERS, or created by Business Associate on behalf of ERS. If returning or destroying Protected Health Information is not feasible, Business Associate may then retain PHI provided that Business Associate agrees to continue to comply with the provisions and protections of this Agreement. Business Associate also agrees to limit further uses and disclosures of PHI to those purposes permissible under the law. Business Associate agrees to these conditions for as long as it retains the Protected Health Information.

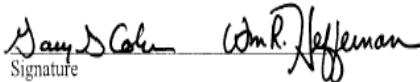
Business Associate

Signature

Print Name

Title

Employee Resource Systems, Inc.


Signature

Gary S. Cohen & William Heffernan

Co-Presidents



09-25-2009

29 E. Madison, Suite 1600
Chicago, IL 60602-4412
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Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,