



GREENWOODS COUNSELING REFERRALS, INC. PROVIDER APPLICATION & AGREEMENT

This Membership Agreement (the “Agreement”) is between Greenwoods Counseling Referrals, Inc. (“Greenwoods”), PO Box 1549, Litchfield, CT 06759 and

(Name/Title)

(Address) (City) (State) (Zip)

an independent mental health provider (the “Provider”) and is effective on _____,
(Month) (Day) (Year)

(the “Effective Date”). By entering into this Agreement, Greenwoods agree to provide, pursuant to this Agreement, referrals, networking and training opportunities, and advocacy for private practice providers, as set forth in this Agreement (hereinafter referred to as the “Services”).

WHEREAS, Greenwoods desires to provide access to quality and affordable mental healthcare to individuals and to promote and support independent mental health providers by providing services as set forth in this Agreement;

WHEREAS, Provider desires to provide quality and affordable mental healthcare services to its Clients and desires the support and services of Greenwoods to accomplish these objectives. For purposes of this Agreement Clients are those individuals referred to Provider by Greenwoods for purposes of evaluation, treatment or other services typically provided by Provider to its patients.

WHEREAS, Provider wishes to contract with Greenwoods to provide the Services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and undertakings herein and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1. PROVIDER RESPONSIBILITY

1.1. Standards. Provider agrees to provide mental health services to its Clients utilizing the standard of care, skill and diligence customarily used by similar providers in the community, the requirements of applicable law, and the standards of applicable accreditation organizations. Provider shall not differentiate or discriminate in the treatment, of any Client because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, veteran’s status, handicap or source of payment.

- 1.2. Accessibility. Provider agrees to offer to Clients the opportunity to be seen by Provider within seven (7) business days from a referral by Greenwoods for non-Emergency services.
- 1.3. Provider Insurance: Provider agrees to maintain professional liability coverage at a minimum level of \$1,000,000 per episode and \$3,000,000 aggregate. Provider agrees to provide Greenwoods evidence of such coverage and provide Greenwoods with immediate notice of a material modification or termination of such insurance.
- 1.4. Provider License: Provider agrees to maintain and to supply Greenwoods evidence of licensing within the State/s of their Practice and provide Greenwoods with immediate notice of any modification, investigation, suspension or termination of such license.
- 1.5. Provider Update: Provider agrees to complete any and all Greenwoods' Update Forms when requested, usually on an annual basis. Said Forms shall be delivered electronically, or by mail if no working email address is available, and are to be returned within 30 days of receipt. Said update shall be part and parcel of the Agreement.
- 1.6. Compliance with Participation and Credentialing Criteria: Provider agrees to comply with the Participation and Credentialing Criteria as set forth in Exhibit I.
- 1.7. Records: Provider and Greenwoods agree to maintain mental health and medical records relating to Client (the "Client Records") as may be required by all applicable laws and as practice dictates. Both Greenwoods and Provider shall comply with all federal and state law regarding such records. Client Records, and any other records containing individually identifiable information relating to Client, shall be regarded as confidential.

Provider agrees to obtain the Client's consent and authorization for any disclosures necessary under this Agreement. Provider will supply Greenwoods a Client's progress report as requested. These Client Records shall be provided to Greenwoods at no charge and with the reasonable timeframes requested by Greenwoods. This provision survives termination of this Agreement.

- 1.8. Site Visits and Interviews. Greenwoods reserves the right to conduct site visits and Provider interviews within the time frame of this Agreement. All will be scheduled in advance. Provider shall fully cooperate with the scheduling of the same.
- 1.9. Miscellaneous Notifications: Providers must notify Greenwoods of any of the following: changes in credentialing status, contact information, new specialty areas, reduction in specialty areas, closing of their panels to new patients, involvement of any professional and/or work-related legal action, including notices of the same. Such notification shall be made within 15 days of such change.

ARTICLE 2. GREENWOODS' RESPONSIBILITY

- 2.1. Referrals: Using a comprehensive intake assessment, Greenwoods will make referrals to providers. Referral(s) made to Provider by Greenwoods will include an intake evaluation provided by Greenwoods. Greenwoods does not guarantee a referral or any specific number of referrals to Provider.
- 2.2. Services: In addition to Referrals, Greenwoods shall provide unique services, including but not limited to peer networking and workshops. It is the Provider's responsibility to avail themselves to such services.

- 2.3** Subsidy for Clients: Greenwoods will pay a subsidy payment to Provider for services provided to eligible Clients. Provider agrees to accept the subsidy payment, amounts paid by any applicable insurance and by the eligible Client as payment in full. The Eligible Client shall pay all copayments and deductibles it is required to pay pursuant to the terms of Eligible Client's insurance plan. Subsidy payments are a Client benefit that inures to the Provider; it is based on the Client's eligibility.

ARTICLE 3. TERM AND TERMINATION

- 3.1.** Term of Agreement: This Agreement begins on the Effective Date and shall continue until terminated as set forth below.
- 3.2.** Termination without Cause: Either Provider or Greenwoods may terminate this Agreement at any time by providing at least ninety (90) days advanced written notice. Either Provider or Greenwoods may terminate this Agreement if the other becomes insolvent and such termination shall be effective immediately.
- 3.3** Termination for Cause. Greenwoods can terminate Provider's participation in this Agreement, effective immediately (or upon such longer notice required by applicable law), if
- (1) Provider no longer maintains the license(s) required to perform his/her duties under this Agreement;
 - (2) Provider is disciplined by any licensing, regulatory, accreditation organization, or any other professional organization with jurisdiction over Provider;
 - (3) Provider is no longer insured pursuant to this Agreement;
 - (4) Provider's unauthorized use of Greenwoods' name, indices, reputation, brand and/or logo;
 - (5) Breach of any provision of this Agreement; or
 - (6) Provider no longer satisfies the Participation and Credentialing Criteria set forth in Exhibit I.

Upon Termination for Cause of this Agreement for any reason, the rights of each party terminate, unless otherwise provided in this Agreement. Termination will not release Provider or Greenwoods from its obligations under this Agreement prior to the effective date of termination.

- 3.4** Services Upon Termination: If this Agreement is terminated without cause, Provider will continue to service Clients until the earlier of completion of such services or the assumption of such services by another provider.

ARTICLE 4. GENERAL PROVISIONS

- 4.1.** Confidentiality: As a result of this Agreement, Provider may have access to certain of Greenwoods' confidential and proprietary information. Provider shall hold such information, including the terms of this Agreement, in confidence and will not use or disclose such information to any person without the prior written consent of Greenwoods except as may be required by law. This provision does not and is not intended to prohibit communications necessary or appropriate for the delivery of health care services or any other communications specifically protected under applicable law. This provision survives termination of this Agreement.
- 4.2.** Independent Parties: Greenwoods and Provider are independent contractors. Greenwoods and Provider do not have an employer-employee, principal-agent, partnership or similar relationship. Nothing in this Agreement, including Provider's participation in Clinical Workshops, Care Coordination and Clinical Supervision or any other services provided by Greenwoods, is intended to interfere with or affect

GREENWOODS AGREEMENT & APPLICATION

AGREED AND ACCEPTED BY:

Provider:

X _____ **Date:** / /20__
Name & Title:

Greenwoods Counseling Referrals, Inc.:

X _____ **Date:** / /20__
John Simoncelli, LCSW, LADC, MPA
Executive Director

EXHIBITS

- I. Participation and Credentialing Criteria**
- II. Provider Data Form**

Exhibit I

Participation and Credentialing Criteria

- 1. General Participation Criteria.** All professionals must hold a current license in their specialty at the highest level in the state in which they practice. Licensure must be for independent practice and must be current, active and have no board actions, sanction, restriction, probation or other terms, conditions and/or limitations.
- 2. Insurance.** Providers must carry minimum professional and general liability insurance coverage of \$1 million per occurrence and \$3 million aggregate. Required professional and general liability coverage for all other health care professionals is \$1 million per occurrence and \$1 million aggregate.
- 3. Psychiatrist (M.D. or D.O.)**
 - A. Psychiatrists must have completed a psychiatric residency program accredited by the Accreditation Council for Graduate Medical Education (ACGME) for Psychiatry or the American Osteopathic Association (AOA); a
 - B. Physicians must hold a current and unrestricted Federal Drug Enforcement Administration registration in their State/s of Practice;
 - C. Physicians must hold a current and unrestricted stated Controlled Dangerous Substances registration (if applicable) in State/s of Practice; and
 - D. Physicians should be certified by the American Board of Psychiatry and Neurology or America Osteopathic Board of Neurology and Psychiatry.
- 4. Addictions Medicine (M.D. or D.O.)**
 - A. Addictions Medicine Physicians must hold current board certification by an ABMS or AOA member board in one of the following primary care areas: internal medicine, family practice, pediatrics, obstetrics-gynecology;
 - B. Physicians must have five (5) or more years' experience treating substance abuse patients; and
 - C. Physicians must hold a current and unrestricted Federal Drug Enforcement Administration (DEA) registration; and
 - D. Physicians must hold a current, unrestricted state Controlled Dangerous Substances CDS registration (if applicable); and
 - E. Physicians should be certified by the American Board of Addiction Medicine.

5. Developmental/Behavioral Pediatrician (M.D. or D.O.)

- A. Pediatricians must have completed a pediatric residency program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA) or the Royal College of Physicians and Surgeons of Canada (RCPSC); and
- B. Pediatricians must hold board certification from the American Board of Pediatrics (ABP) or the American Osteopathic Association (AOA); and
- C. Pediatricians must hold ABP subspecialty certification in Developmental-Behavioral Pediatrics; and
- D. Pediatricians must hold a current and unrestricted Federal Drug Enforcement Administration (DEA) registration; and
- E. Pediatricians must hold a current and unrestricted state Controlled Dangerous Substances (CDS) registration (if applicable).

6. Psychologists

- a) Psychologists must be licensed in the State/s of their Practice; and
- b) Doctoral degree must be from an accredited university or professional school, with a dissertation primarily psychological in nature, with a specialty in Clinical, Counseling or Professional-Scientific Psychology. If this condition is not met, at least one of the following must apply:
 - i. Council for the national Register of Health Service Providers in Psychology certified; or
 - ii. American Board of Professional Psychology Diplomate in Clinical, Counseling, Family Psychology, Neuropsychology or Health Psychology; or
 - iii. Completion of an APA-accredited Clinical or Counseling respecialization program with completion of an APA-accredited internship; AND
- c) Psychologists are required to have completed an internship and supervised hours post-doctoral degree, consistent with the applicable state licensure requirements.

7. Clinical Social Workers

- A. Clinical Social Workers must hold a master's degree or doctoral degree in Social Work from a school accredited by the Council on Social Work Education; and
- B. Clinical Social Workers must be licensed at the highest level in their state for independent practice; and
- C. Clinical Social Workers must have completed two (2) years of clinical practice, computed at 3,000 hours post-master's degree experience.

8. Psychiatric Advanced Practice Registered Nurses (Psychiatric Clinical Nurse Specialists and Nurse Practitioners).

- A. Psychiatric Nurses must hold master's degree in nursing; and
- B. Psychiatric Nurses must hold appropriate nursing licensure as required for advanced practice nursing in the state in which they practice; and
- C. Psychiatric Nurses must hold Board Certification as a Psychiatric Mental Health Clinical Nurse Specialists (PMHCNS-BC) or Psychiatric Mental Health Nurse Practitioner (PMHNP-BC) issued by the American Nurses Credentialing Center (ANCC) with specialty as:
 - i. Clinical Nurse Specialist in Child and Adolescent Mental Health Nursing; or
 - ii. Clinical Nurse Specialist in Adult Psychiatric and Mental Health Nursing; or
 - iii. Adult Psychiatric and Mental Health Nurse Practitioner; or
 - iv. Family Psychiatric and Mental Health Nurse Practitioner.
- D. Additionally, for Nurses with prescribing authority, the following must also be met:
 - i. Psychiatric Nurses must hold state licensure that allows Psychiatric Advances Practice Registered Nurses to prescribe medication; and
 - ii. Psychiatric Nurses must hold a current and unrestricted Federal Drug Enforcement Administration (DEA) and/or Controlled Dangerous Substance (CDS) registration(s) (if applicable and required); and
 - iii. Psychiatric Nurses must attest to collaborative practice with a psychiatrist consistent with the license requirements in the state in which prescribing authority is held; and
 - iv. Psychiatric Nurses must meet one (1) of the following education and training criterion below:
 - a. Complete a minimum of a three (3) credit hour course on pharmacology at an accredited university within the five (5) years prior to applying for credentialing with Greenwoods, including written verification from the teaching institution, including classes taken, dates of attendance and applicable credit hours; or

- b. Completion of a minimum of thirty (30) CEUs on pharmacology within two (2) years prior to applying for credentialing with Greenwoods evidenced by a Certificate of Attendance from the entity conducting the CEU program.

9. Master's Prepared Therapists (other than Clinical Social Workers or Nurses)

- A. Master's Prepared Therapists must hold licensure or certification at an independent practice level in an accepted human services specialty, e.g., Licensed Professional Counselor (LPC), Marriage and Family Therapist (MFT), etc.; and
- B. Master's Prepared Therapist's license must include the following requirements:
 - i. Successful completion of a written exam;
 - ii. Master's or doctoral degree in a human services-related field of study;
 - iii. Two (2) years computed at 3,000 hours of documents post-master's clinical practice in mental health and/or substance abuse under a state licensed/certified supervisor in the provider's field of specialty; and
 - iv. Primary source verification of items i., ii., and iii., above must be completed by the state board.

EXHIBIT II PROVIDER DOCUMENTATION

A. PROVIDER DOCUMENTATION

1. Provider Documentation

- Updated Provider Form*
- Business Associate Agreement
- Copy of Current Malpractice Certificate of Insurance*
- Copy of Current License(s)*
- Completed W-9
- Resume
- Minimum of 3 professional reference contacts
- Other Documentation (as requested)

**Indicates information that must be completed annually and/or updated upon expiration.*

EXHIBIT III Provider Data Form

(See Attached)