



## STATEMENT OF UNDERSTANDING AND CONSENT

**CASE NUMBER:** \_\_\_\_\_

The Employee Assistance Program (EAP) is a confidential and voluntary program established under 5 U.S.C. §§ 7901 and 7904 that provides assessment, short-term counseling and referral services for a wide range of personal and job-related concerns. The EAP maintains records for three years after the date of the last counseling session to document assessment, intervention, and follow-up activities. The Privacy Act, 5 U.S.C. § 552a, protects the privacy and limits the disclosure of these records. If this counseling is not being conducted in person, the servicing Clinician must review this Statement of Client Understanding contents with each EAP client and they must affirm that they understand and agree to terms. Such approval must be noted in the client's EAP record and whenever possible, a copy of the signed Statement of Client Understanding placed in their EAP file.

The EAP *may* disclose specific relevant information in certain limited circumstances, including the following:

- If you consent in writing.
- To appropriate State or local authorities to report, where required under State law, incidents of suspected child, elder, or vulnerable person abuse or neglect.
- To any person or entity to the extent necessary to prevent an imminent crime which directly threatens loss of life or serious bodily injury.
- To contractors that provide counseling and other services through referrals from the EAP staff to the extent that it is appropriate, relevant, and necessary to enable the contractor to perform his or her counseling, treatment, rehabilitation, and evaluation responsibilities.
- To any person who is responsible for the care of an EAP client when the EAP client to whom the records pertain is mentally incompetent or under legal disability.
- To any person or entity to the extent necessary to meet a bona fide medical emergency.
- To qualified personnel for research, audit, or program evaluation (if made, disclosure will not identify you by name).
- If the disclosure is required by a valid court order.
- To defend the EAP or its employees in litigation.
- To an employee's direct supervisor to confirm EAP appointment attendance during the employee's work hours, if administrative leave is taken. The answer will be "yes" or "no" concerning attendance; no other information is given.

Disclosures of records relating to EAP clients being seen for alcohol or drug abuse problems are further limited by federal law, 42 U.S.C. § 290dd-2.

I understand that before the initiation of clinical services, as an EAP client, I am required to review and sign this Statement of Client Understanding certifying that I understand and agree: to my responsibility in the therapeutic process; that the initial assessment is free of charge; that if short-term counseling is determined to be clinically appropriate, the EAP counselor or local affiliate will also provide this service at no cost to me for up to a maximum of twelve (12) sessions; that the Drug Enforcement Administration EAP, its EAP Contractors, and its customer organizations are not responsible for the treatment costs and/or services for which I may be referred beyond the EAP counselor or local affiliate counselor; and that it is my sole responsibility to pay for all such non-EAP services including all charges not covered by insurance plans.

I have read the above statements, and I understand and agree to them.

Client Printed Name \_\_\_\_\_

Client Signature \_\_\_\_\_

EAP Counselor \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_