EMPLOYEE ASSISTANCE PROGRAM

STATEMENT OF CLIENT UNDERSTANDING

The EAP is a confidential and voluntary program that provides assessment, short-term counseling and referral services for a wide range of personal and job-related concerns. Federal laws govern the confidentiality and safe-keeping of client records.

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

- If you consent in writing.
- To contract providers of counseling services to the extent necessary for the contract provider to perform its counseling and other duties.
- To appropriate State or local authorities to report, where required under State law, incidents of suspected child, elder or domestic 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 or when the client poses a danger to self.
- To medical personnel in a medical emergency.
- To qualified personnel for research, audit, or program evaluation. (Such disclosure, if made, will not identify you by name.)
- **To report initial EAP attendance to the referring manager if you were formally referred in writing to the EAP. _____**
- **When a direct supervisor requires confirmation that you have made or kept EAP appointments during regular duty hours, including arrival and departure time. _____**
- When an individual to whom a record pertains is mentally incompetent or under legal disability, to any person who is responsible for the care of the individual.
- To appropriate agencies, entities, and persons when (a) the Department suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; (b) the Department has determined that as a result of the suspected or confirmed compromise there is a risk of harm to economic or property interests, identity theft or fraud, or harm to the security or integrity of this system or other systems or programs (whether maintained by the Department or another agency or entity) that rely upon the compromised information; and (c) the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the Department's efforts to respond to the suspected or confirmed compromise and prevent, minimize or remedy such harm.

I also understand that any communications that I initiate by way of email to the EAP cannot be guaranteed confidentiality. I understand that EAP services are free of charge. I acknowledge and understand that the Justice Management Division, 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 preauthorized sessions with an EAP contract provider. I understand that it is my sole responsibility to pay for all such services including all charges not covered by insurance plans.

I understand that if the Justice Management Division (JMD) EAP refers me to a contract EAP counselor, information about my contact with that counselor may be disclosed to the JMD EAP counselor, who is responsible for contract quality assurance. Such information might address counseling related issues, service coordination matters, and complaints and possible billing related matters. The JMD EAP will hold any shared information confidential in accordance with the confidentiality elements noted above.

I have read the foregoing Statement, and I understand and agree to it.

Client Name _____
(Please print)

Client Signature _____ Date: _____

EAP Counselor _____ Date: _____