



EAP Statement of Understanding

Clinical Counseling and Consulting Services, PLLC (CCCS) provides EAP services to individuals and their family members dealing with personal and/or work-related issues that may impact the individual's job performance, health, mental and emotional well-being. EAP services may consist of brief counseling, or assessment and referral to other services. EAP counselors of CCCS will work with you to clarify the problem, identify choices, and develop an action plan.

FEES

These services are provided at no direct cost to individuals and is reimbursed by the individual's employer. However, if long-term counseling or a specialized service is needed, CCCS can assist the individual in locating another resource or provider for service. The individual is responsible to pay for services provided by any resources outside the EAP. As some benefit plans cover specific services, CCCS strongly suggest the employee contact his or her benefit provider to inquire about coverage.

CONFIDENTIALITY

CCCS will maintain confidential records of services provided to individuals to provide continuity and coordination of care. CCCS will not reveal information concerning your use of EAP services to anyone outside the program except as follows: (1) by the individual's written consent; (2) if the individual is a serious threat to self or others; (3) lawful disclosure; or (4) if a CCCS counselor refers you to benefits-covered treatment and the claims reimbursement requires information to authorize treatment coverage. In addition, CCCS will disclose information and records to the EAP benefit provider as needed for coordination of EAP services, quality assurance, or payment. Professional auditors (not employed by the individual's company) may also examine your file to evaluate the services. Depending on the privacy policy of the employer, the employer's privacy official might have access to information about the employer's obligations in the Privacy Rule under HIPAA (the Health Insurance Portability and Accountability Act). CCCS strongly suggest individuals check their employer's privacy policy to see if the privacy official or anyone else will have access to information.

IF YOU HAVE BEEN REFERRED TO THE PROGRAM DUE TO A WORK PERFORMANCE PROBLEM:

Under your employer's policy, 1) CCCS is expected to confidentially advise the referral source whether you are participating in the EAP and cooperating with the EAP plan. To permit CCCS to do so, you will need to sign an authorization permitting disclosure of that information. Your personal issues will not be discussed with the referral source, unless you request, in writing, that this be done.

2) Participation is voluntary--whether or not you decide to use the EAP services, CCCS cannot determine if this will affect employment security or advancement opportunities. CCCS strongly suggest individuals refer to their employer about repercussions of not utilizing EAP services

I, _____, understand this form, including the confidentiality of the EAP and the limitations to confidentiality, and accept it as the terms of my participation in the program. As an EAP consumer, I also understand that I may request written information describing CCCS confidentiality policy.

Patient Signature/Date

CCCS EAP Counselor Signature/Date

Patient Name (Print)/Date

CCCS EAP Counselor Name (Print)/Date



Telehealth Consent Form

Please review this agreement carefully, as it sets forth the understanding between you (“Client”) and the Clinical Counseling and Consulting Services, PLLC (“Agency”) regarding the services you have requested, and we will provide for you. If you have any questions, concerns or issues about the content of this Agreement please contact us for clarification before signing it.

Telehealth is the use of electronic transmissions to treat the needs of a patient. In this case, we offer both video and audio forms of communication via the Internet and/or telephone. This means the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications, may occur from different locations geographically in order to assist with delivery of care when access to care may not be possible by face-to-face visits.

You understand that Teletherapy occurs in the state of North Carolina and is governed by the laws of the state where the client resides. Teletherapy may also be governed by the laws of the state in which the providers are located at the time of service delivery if that state is other than NC. All providers are licensed in the states in which you reside, as well as the state the provider may be located in at the time of a Teletherapy session.

While Teletherapy is an effective way to obtain assistance when geographic distance or scheduling conflicts prevent face to face care, in the event that Teletherapy is determined to not be in your best interests, your provider will explain that to you and suggest some alternative options better suited to your needs. In most cases, this will likely include a recommendation for face-to-face psychiatric consultation or psychotherapy or a referral to a facility or an agency that may provide a higher level of care. Teletherapy is not intended for emergency services, and if emergencies arise you will be required to seek face to face consultation and evaluation, and by signing this consent, you agree in advance to seek such care if you or your provider deem this necessary. In the event of an imminent emergency, clients should consult the nearest emergency room or psychiatric facility to provide emergent care.

You are responsible for information security on your computer. If you decide to keep copies of our emails or other communication on your computer, it’s up to you to keep that information secure. Unfortunately, we cannot guarantee the security of emails as they travel between computers. It is possible, though unlikely, to intercept emails in transit.

You release the Clinical Counseling and Consulting Services, PLLC from any liability in the event that teletherapy is not secure and confidential as reported by the manufacturer. The software of choice by the Clinical Counseling and Consulting Services, PLLC is preferred due to HIPAA compliance and encryption ensuring the security of transmission while Skype’s fundamental security is not documented as clearly rendering Skype’s degree of security uncertain at this point. Skype may be an alternative when VSee or other platforms are unavailable as a means of conducting Teletherapy.

Teletherapy may be received either from your chosen environment (e.g., home or work) or from another location of your choice. You understand that you are responsible for (1) providing the necessary computer, telecommunications equipment and internet access for Teletherapy sessions; (2) the information security on your computer, and (3) arranging a location with sufficient lighting and privacy that is free from distractions and intrusions, and sufficient for privacy to protect your personal health information.

I understand that there are risks and consequences from Teletherapy, including, but not limited to, the possibility, despite reasonable efforts on the part of the provider, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons. Other risks include Viruses, Trojans, and other involuntary intrusions that



have the ability to grab and release information you may desire to keep private. Furthermore, with Teletherapy, there is the risk of being overheard by anyone near you if you do not place yourself in a private area and protected from other's intrusion. You maintain sole responsibility for ensuring the privacy of your surroundings if participating in Teletherapy. Finally, you understand that there are potential risks and benefits associated with any form of psychotherapy and that despite my provider's efforts, my condition may not improve, and in some rare cases may even get worse.

Consent to Contact and Electronic Transmittal

I give my consent for the Clinical Counseling and Consulting Services, PLLC to send by electronic transmittal (fax or email) or communicate by cellular phone, with appropriate release of information, confidential information concerning my or my child's diagnosis, care, testing records, admission, treatment plan and goals. I have the right to revoke this authorization at any time. Revocation is not effective in cases where the information has already been disclosed but will be effective in moving forward.

I am fully aware that electronic transmittal, wireless telephone communication, and web-based systems are subject to difficulties and that the Clinical Counseling and Consulting Services, PLLC cannot and does not guarantee the confidentiality of such technology.

I understand the Clinical Counseling and Consulting Services, PLLC will exercise all reasonable precautions and I will in no way hold the Agency liable for any difficulties resulting in me or any other family member from the communication of confidential information by means of cellular phone, fax, email or web-based scheduling systems. I have the right to refuse to sign this authorization and my treatment will not be conditioned on signing.

Consents

- Your signature indicates that you and/or your representative have read, understand and are in agreement with the terms and conditions of this agreement, including the following:
- You are the person that can provide this legal consent
- You have read this agreement and agree to its terms

I agree and consent to this Telehealth Consent Form

Signature/Date

I agree and consent to Electronic Transmission Consent

Signature/Date