



Statement of Understanding

The services offered by Employee and Family Resources (EFR) Employee Assistance Program (EAP) consist of counseling, assessment and referral (based on the contracted number of hours/services), and are available to you at no cost as a covered employee/student or significant other residing in the same home.

All services are offered on a voluntary and confidential basis, and involvement is not a condition of your employment. Confidentiality is maintained as governed by federal regulations (42 CFR, part 2; HIPAA). These regulations state that any information about your involvement with the EAP cannot be disclosed to any person outside the program unless you complete a written authorization to disclose information form *or* one of the following conditions occurs:

1. A judge's order requires disclosure of information;
2. A life-threatening concern arises requiring disclosure to family, employer, medical or other professional personnel;
3. Information indicates suspected child or dependent adult abuse or neglect, requiring a mandatory report to Child/Adult Protective Services, or;
4. A licensing/accrediting body requires auditing or program evaluation.

A written/electronic record will be kept on file for seven years and remains the property of EFR. The file will be destroyed at the end of the seven years. Information will only be released with written authorization or as otherwise allowed or required by law.

The EAP is an evaluative service designed to determine what, if any, additional services might be beneficial. Referral will be made to appropriate services based on your needs. You will be notified of the potential costs, regardless of the source of payment, and will be given options whenever possible. Any decision to utilize referral recommendations will be made by you. You have the right to refuse counseling and to be informed of the consequences of that refusal.

If you desire a certain type of counselor or service, please make your preference known. Every effort will be made to ensure your satisfaction and provide you with needed assistance. Should you feel you have any questions or complaints relative to your involvement with the program, you may speak with the program supervisor or request a grievance form from the counselor or receptionist. The grievance form must be completed and sent to the Clinical Director at Employee & Family Resources, 505 5th Ave., Suite 600, Des Moines, IA 50309. The Director will review your complaint and follow up with you by phone and in writing as necessary.

If you have chosen to utilize telehealth appointments, please be aware that the associated technology may fail. Your personal devices and software may not meet requirements to participate in telehealth. Further, you will be responsible for any data charges incurred from your phone/device service provider. Telehealth involves the use of electronic communications to enable EFR professionals to connect with individuals using interactive video and audio communications. EFR will utilize Zoom, a HIPAA compliant resource, for all telehealth communication. As with the use of any telecommunication platforms there is some risk involved and EFR is committed to minimizing the risk to our clients. Zoom sessions will not be recorded without the participants written consent. For a full list of disclosures regarding Zoom, please visit: <https://efr.org/wp-content/uploads/2025/03/Statement-of-Understand-and-Telehealth-Consent-for-Services-Forms-1.pdf>.

Your signature is requested below indicating you have reviewed and understand this information sheet, including the description of confidentiality regulations.

Signature

Witness

Date

Date

Definition of Telehealth

Telehealth involves the use of electronic communications to enable Employee and Family Resources (EFR) professionals to connect with individuals using interactive video and audio communications. EFR will utilize Zoom, a HIPPA compliant resource, for all telehealth communication.

Telehealth includes the practice of psychological health care delivery, diagnosis, consultation, treatment, referral to resources, education, and the transfer of medical and clinical data.

I understand that I have the rights with respect to telehealth:

1. The laws that protect the confidentiality of my personal information also apply to telehealth. As such, I understand that the information disclosed by me during the course of my sessions is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to, reporting child, elder, and dependent adult abuse; expressed threats of violence toward an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telehealth interaction to other entities shall not occur without my written consent.
2. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of my personal information could be disrupted or distorted by technical failures, the transmission of my personal information could be interrupted by unauthorized persons, and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized persons. EFR utilizes secure, encrypted audio/video transmission software to deliver telehealth. Sessions are not recorded.
4. I understand that if my counselor believes I would be better served by another form of intervention (e.g., face-to-face services), I will be referred as appropriate, and that despite my efforts and the efforts of my counselor, my condition may not improve, and in some cases may even get worse.
5. I understand the alternatives to counseling through telehealth as they have been explained to me, and in choosing to participate in telehealth, I am agreeing to participate using video conferencing technology. I also understand that at my request or at the direction of my counselor, I may be directed to “face-to-face” psychotherapy.
6. I understand that I may expect the anticipated benefits such as improved access to care and more efficient evaluation and management from the use of telehealth in my care, but that no results can be guaranteed or assured.
7. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes.
8. I understand that my express consent is required to forward my personally identifiable information to a third party.
9. I understand that I have a right to access my medical information and copies of my medical records in accordance with the laws pertaining to the state in which I reside.
10. I agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If I am in crisis or in an emergency, I should immediately call 9-1-1 or seek help from a hospital or crisis-oriented health care facility in my immediate area.

Payment for Telehealth Services

Employee and Family Resources will bill insurance for telehealth services when these services have been determined to be covered by an individual’s insurance plan. In the event that insurance does not cover telehealth, the individual wishes to pay out-of-pocket, or when there is no insurance coverage, the individual may be eligible for financial assistance or payment plan. We will provide you with a statement of service to submit to your insurance company if you wish.