

Instructions for utilizing IMPACT's  
STATEMENT OF UNDERSTANDING and NOTICE OF PRIVACY PRACTICES

1. All IMPACT providers must use the attached IMPACT Statement of Understanding and Notice of Privacy Practices (also found in the APPENDIX of the Provider Manual) when seeing IMPACT clients. These forms must be separate from any office policies or statements of understanding utilized with other clients seen in your practice. Please note, this form was drafted in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition, it was specifically drafted to be compliant with Ohio State law. If you practice outside of Ohio, then your form should comply with laws in your state.
2. Please have each employee referred through IMPACT read and sign the Statement of Understanding acknowledging that they have read, understood and consent to these policies. Please provide them with a copy of each.
3. Keep this signed statement with your office records.
4. In addition, please ensure that a copy of your personal Office Policy is given to all IMPACT referrals.



## Statement of Understanding

You have chosen to receive employee assistance program (EAP) services through IMPACT Solutions. The primary objective of the EAP is to provide you with a comprehensive assessment, non-medical short-term solution focused counseling, support, strategies to address immediate needs and stressors and the development of an action plan and recommendations for further intervention, when appropriate.

### 1. Confidentiality

- a) Normally, we do not communicate with anyone or send any records about our clients without their written authorization to release the information. However, there are circumstances in which your counselor may be required to disclose confidential information to appropriate authorities without your permission. These circumstances or exceptions might include:
  - i) A court order, a request from a government agency, or an order to defend ourselves against a complaint or lawsuit.
  - ii) If you waive the privilege of confidentiality in order to allow your counselor to present information about you in a legal proceeding, (i.e., divorce, personal injury lawsuit, child custody, etc.), you may not be able to reclaim it to prevent other confidential information from being disclosed.
  - iii) To protect you or others from harm including if you pose a serious clear and substantial risk of imminent serious harm to yourself or another person or suspected abuse of a child, elder or developmentally disabled person.
  - iv) Parents or guardians of minors are entitled, in most instances, to information communicated by their children in counseling unless a court order blocks access.

All actions taken under these provisions will be discussed with you fully, and in advance, whenever possible.

- b) Clients who contract with our office for on-going counseling beyond their complimentary IMPACT session(s) may wish to use their health care insurance coverage. You should be aware that insurance coverage always requires a diagnosis. We will be glad to discuss diagnosis with you. In order to bill your insurance, you will need to sign appropriate authorizations and consents that will give our office permission to bill your insurance and provide them with the minimum necessary information required for reimbursement. Questions you have regarding your insurance company's policies regarding confidentiality of their records should be taken up with that company directly.
- c) We are often asked to send records to, or request records from health care providers. We will do so upon receipt of any valid authorization signed by you. In the event that you wish our office to send records to another party, you will be required to sign an authorization form. There may be a fee billed for each set of records we send to cover duplication and postage costs.

d) IMPACT EAP affiliate providers are NOT authorized to independently facilitate a leave of absence request such as FMLA or paid time off without the collaboration/approval of the employer.

2. Fees: Please consult with your benefits representative before you access services outside of the EAP. We encourage you to discuss any billing questions with an IMPACT Representative.

a) There is no charge to you for initial IMPACT counseling visits up to the number of visits indicated in your employer's benefit plan description. Your employer pays for these services. If you need longer-term counseling or a specialized service, if appropriate, you can continue with your current provider or IMPACT will assist in locating additional resources or services. It will be your responsibility to determine whether or not those services are covered under your medical benefit plan and to pay any charges for services not covered by your medical benefit plan.

b) Some services, such as psychological testing, are not covered under IMPACT. Fees for such non-covered services will be discussed with you in advance. If you consent to non-covered services, you are responsible for any and all fees.

3. Complaints of Harassment and/or Discrimination

Discussion of concerns about potential workplace harassment, violations of company policy and/or discrimination with your counselor are not considered official notification to your employer. To do so you will need to follow your company's policy.

4. Signatures/Acknowledgements

I have received a copy of the provider's Office Policy Statement

I have received a copy of the Notice of Privacy Practices

I have read, understand and agree to the IMPACT Statement of Understanding outlined above.

Please **PRINT** your name here \_\_\_\_\_

\_\_\_\_\_  
(Client/Guardian/Parent's Signature)

\_\_\_\_\_  
(Date)