

## Ohio Employee Assistance Program Employee Confidential Agreement

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As an employee of the Ohio Employee Assistance Program (EAP), I understand and recognize the confidential nature of the work performed by the Ohio EAP and have had the opportunity to review and discuss the confidentiality policies (i.e., Standard Operating Procedures) with management.

For the purpose of understanding the key terms “*confidentiality and protection of privacy*”, the following describes these terms as it applies to the Ohio EAP employees:

### *Confidentiality*

- Information concerning a participant’s status with the Ohio EAP may not be divulged without the express written consent of the participant or as governed by State Law (Ohio Revised Code 3701.041 and Federal Regulations (42 CFR Part 2).
- All records relating to substance abuse shall be handled confidentially.
- EAP staff members responding to inquiries regarding an individual’s former or current EAP status shall state that they can neither confirm nor deny an individual’s participation in the EAP without an EAP executed release.
- Also, the following transmittals of information are considered “confidential” and require written releases: (1) transmittals of information between EAP staff conducting EAP-related business; and (2) transmittals of information between UBH providers contracted by the State of Ohio, Department of Administrative Services (DAS) to provide counseling and assessment services for State of Ohio employees.

### *Protection of Privacy*

- Ohio EAP staff shall collect only the information that is necessary for identification, or that is relevant to the services provided. All personal information is considered ***confidential*** and is not discussed or disclosed unless required by law (as in the suspicion of child abuse or duty to warn regarding persons at imminent risk of physical harm to themselves).
- All clinical files and data are the sole property of the Ohio EAP and shall be stored in a secure location or on a secure server.
- No client files or data are to be disclosed or released to anyone without consent from the client, an agreement of confidentiality (for staff and third party audits), or under court order.
- Ohio EAP staff must adhere to strictly enforced protocols for the protection of client privacy as a condition of employment.
- Ohio EAP staff must not allow others (i.e., non EAP staff, agency employees, family members) to enter the EAP secured office unless the person is there for the expressed purpose of conducting EAP business.

**I have read and understand the terms “confidentiality and protection of privacy”, received a copy of the Standard Operating Procedures guidelines, and I agree to abide by this information while employed at the Ohio EAP. If my employment with the Ohio EAP should terminate, I will continue to abide by the confidentiality guidelines, as well as those of any professional licensing or credentialing bodies to which I may subscribe.**



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**I understand that all personal and clinical information relating to clients must be treated as strictly confidential, and I agree to hold all such information in confidence.**

**I understand that, if at any time I violate or breach the confidentiality of any clinical or personal information that may be encountered during the course of my employment or volunteer activities I am subject to penalties under Ohio laws. In addition, any violation of confidentiality maybe considered a violation of the ODH Standards of Conduct Grid (Directive 31a) and may result in disciplinary action up to an including removal.**

_____	_____
<b>EAP Employee Signature</b>	<b>Date</b>
_____	_____
<b>EAP Employee Name (Printed)</b>	<b>Date</b>
_____	_____
<b>EAP Supervisor Signature</b>	<b>Date</b>