



# Mandatory Referral STATEMENT OF UNDERSTANDING

You have been referred to the Employee Assistance Program (“EAP”) which is provided through a Magellan Behavioral Health\* company (“Magellan”). EAP services are available to employees and their family members on a prepaid, contractual basis. The EAP counselor will work with you to clarify the problem, identify choices, and develop an action plan. Magellan customer service associates and EAP consultants are available to respond to your call 24 hours a day, 365 days a year.

## MANDATORY REFERRAL

You have been referred to the EAP because \_\_\_\_\_. Magellan will make an assessment of your problems and provide you brief counseling and/or a professional referral, as appropriate. In order to assist your employer in determining your continuing employment status, you will be asked to sign an authorization permitting certain communications between the EAP and your employer and/or the treatment provider to which the EAP refers you. Under your employer's policy, your job is at risk if you do not cooperate with the EAP (including signing the authorization) and follow the EAP's treatment recommendations.

## FEES

EAP services are provided without cost to you. Your employer has already paid for this service. **It is your responsibility to pay for services provided by any resources outside the EAP.** (Your benefit plan may defray some of the cost of services provided by outside resources.)

## CONFIDENTIALITY

The EAP will maintain confidential records of your contact with the EAP and the services provided to you in order to provide continuity and coordination of your care.

Information about your use of the EAP will not be revealed to anyone outside the EAP *except* in the following circumstances:

(1) you consent in writing; (2) life or safety is seriously threatened; (3) disclosure is required by law. Depending on the privacy policy of the employer, the employer’s privacy official might have access to information in connection with the employer’s obligations in the Privacy Rule under HIPAA (the Health Insurance Portability and Accountability Act). Check the employer’s privacy policy to see if the privacy official or anyone else will have access to information.

Under your employer’s policy, Magellan is expected to confidentially advise your employer whether you are cooperating with the EAP and following the EAP’s treatment recommendations. To permit Magellan to do so, you will need to sign an authorization to disclose that information. However, you may use EAP services even if you do not consent to the disclosure. Magellan may confirm information previously given to your employer per your signed authorization in any legal proceeding between you and your employer that arises from your failure to follow EAP treatment recommendations.

Also, your EAP counselor will disclose information and records to Magellan as needed for coordination of EAP services, quality assurance, or payment. Professional auditors not employed by your employer may also examine your file at Magellan's quality assurance office to evaluate the EAP.

I, (print name) \_\_\_\_\_, 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 Magellan's confidentiality policy and/or my EAP clinician’s confidentiality policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent, guardian, or legal representative (when required) Date

**Counselor Signature:** \_\_\_\_\_ Initial if a copy was given to client.

\*Services in California are delivered by Human Affairs International of California or Magellan Health Services of California—Employer Services.