

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
EMPLOYEE ASSISTANCE PROGRAM

FORMAL INFORMED CONSENT AND RELEASE FORM

Client Name

EAP Staff Name

A. CONFIDENTIALITY

A number of laws deal directly with confidentiality issues. Some of these laws have not been tested in the courts and accordingly, their applicability in some situations is not clear. The School Board understands the importance of confidentiality in terms of your willingness to discuss problems honestly and has agreed that Employee Assistance Program (EAP) records will be kept confidential to the extent permitted by law. This means that members of the press or the general public will not be permitted access to medical or psychological records contained in your EAP file. School Board personnel or others will not have access to your records except as noted in Section B.

B. CIRCUMSTANCES THAT DO NOT PROVIDE CONFIDENTIALITY PROTECTION UNDER FEDERAL OR STATE LAW AND REGULATIONS

There are limits regarding confidentiality which you should be aware of before your discussion with the EAP staff. The following situations, conditions and/or statements may require the release of information to appropriate authorities by the EAP staff with or without your consent:

1. A court order to release information;
2. Sale or exchange of illegal drugs on School Board property or to School Board employees and/or students;
3. Carrying in personal possession or concealment of guns or dangerous weapons on School Board property or premises;
4. Verbal statements, threats or physical acts which present clear, present or imminent danger to oneself or another (including child abuse or neglect), or that threatens significant damage to School Board property, or involves a criminal act against the School Board and/or School Board employees;
5. The commission of acts that violate the Code of Ethics of the Education Profession in Florida and the Principles of Professional Conduct for the Education Profession in Florida;
6. All confidential records are subject to the provisions of Sections 231.291(3)(a)(5)(b) and (c), Florida Statutes (1983), which require that confidential medical records, including psychiatric or psychological records, be made available to law enforcement personnel in connection with lawful criminal investigations and to authorized School Board personnel in the exercise of their duties; and
7. When a supervisor formally refers an employee to the EAP, or the School Board grants leave to an employee as a result of EAP involvement, the supervisor or appropriate School Board administrator will receive the following information and notice:
 - (a) Whether or not EAP appointments are kept;
 - (b) whether or not EAP recommendation (s) for formal assistance was made (not the nature of the assistance or problem);
 - (c) whether or not the recommendation (s) was followed;
 - (d) when the employee ceases to receive EAP services;
 - (e) NOTICE TO RECEIVER OF INFORMATION:
This information may be shared within the receiver's chain of command only on a strict must need to know basis. Otherwise this information has been disclosed to you from records whose confidentiality may be protected by Federal Law. Federal Regulation (42 CFR, Part 2) prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by

such regulations. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal Rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient which may apply to this EAP client.

Every School Board employee who receives oral or written information regarding the above-named employee must also receive a copy of this notice prohibiting the re-release of information.

8. In the event that an employee, an employee's attorney, or union representative raises an issue(s) related to an employee's participation in the EAP in a grievance or arbitration proceeding or litigation, confidentiality is waived so that the School Board may respond to the issue(s) raised or supply information requested by the employee's legal or union representative.

Except for the unusual circumstances noted above, or equally serious circumstances, I understand that information concerning my participation in the EAP will only be released with my written consent, and that I may withdraw any consent given at any time.

C. CONFIDENTIALITY FOR ALCOHOL AND DRUG ABUSE CLIENTS

The confidentiality of alcohol and drug abuse client records maintained by this program is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a client attends the program or disclose any information identifying a client as an alcohol or drug abuser unless:

1. The client consents in writing;
2. The disclosure is allowed by a court order; or
3. The disclosure is made to medical personnel in a medical emergency.
4. An audit or evaluation of the program is performed.
Any research, audit or evaluation of this program's activities could only be conducted if the personnel involved legally agree that they will never identify any program client in any way.

Violation of the Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations. This program is committed to respecting the Federal law and regulations.

Federal law and regulations do not protect any information about a crime committed by a client either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.

D. REFERRALS

1. I understand the EAP may recommend that I receive assistance from specific agencies or persons such as a credit counseling program, treatment agency or psychologist.
2. I also understand that every agency or person that the EAP may refer me to is independent from the School Board and that I cannot hold the EAP or School Board responsible in any way for the methods or quality of assistance afforded me by independent organizations or persons.

My signature below signifies that I have read, understand, and accept the limits on confidentiality and referral liabilities and have had the opportunity to discuss confidentiality with the EAP staff prior to my interview. I understand that I am under no legal obligation to sign this consent form or to disclose any information to the EAP staff. This consent will remain in effect for six (6) calendar months after the date I sign it or as long as I am an EAP client, whichever period is longer, unless I revoke it orally or in writing at an earlier date. I authorize the use of my physical and/or electronic signature as acknowledgement of the contents of this release.

Signature of Client

Date

Signature of EAP Staff

Date