

# Leave of Absence and External Documentation Requests

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*Including EAP & FMLA Guidelines for Clients*

At Calm Gardens Therapy, we are committed to maintaining transparency and professionalism when addressing external documentation requests, including those related to Employee Assistance Programs (EAP) and Family and Medical Leave Act (FMLA) accommodations.

Please take a moment to review the following policies and procedures regarding these requests. Additional documentation requests, including but not limited to letters of summary, personal or legal record requests, or documents subpoenaed by attorneys or the court, may require us to seek legal consultation. In such cases, additional out-of-pocket fees will apply. They will be the responsibility of the requesting party or the affiliated party (e.g., legal representatives or court systems acting on the individual's behalf).

We appreciate your understanding and cooperation in upholding these standards.

## FMLA Requests: Clinical Review & Submission Process

### 1. Initial Review

Upon receiving FMLA documentation from the client, an **internal review is conducted** to assess whether the request is appropriate for our office to fulfill based on clinical alignment and scope of practice.

### 2. Down Payment Required

If deemed appropriate to move forward, a **\$50.00 deposit is collected** toward a clinical evaluation session. This does **not guarantee** that the requested leave will be approved. The final determination is **only** based on clinical findings and professional consultation.

### 3. Clinical Evaluation & Consultation

The evaluating provider conducts a clinical assessment with the client. Following the session, the provider consults with the **clinical director** to review the findings and determine appropriate next steps.

### 4. Completion & Submission

If eligible, the provider completes the FMLA documents based on clinical findings and submits them **directly to the employer or designated department** (per the contact information provided in the FMLA form).

Clients may request a copy of the submitted documentation **in writing**, which will be released **only after confirmation that the employer has received the documentation**. This ensures that all parties receive an accurate and unaltered version of the forms and helps prevent any potential misrepresentation or misuse of clinical documentation. Please note that this will result in a fee for the requesting individual to cover **before** documents are released.

### 5. Limitations and Considerations

- The completion of FMLA paperwork reflects **professional clinical assessment**, not personal opinion or guarantee of support.
- Clients are advised that **false reporting, coercion, or threats** related to documentation are taken seriously and will lead to **termination of services**.
- Once an evaluation is conducted, we are ethically and legally obligated to report findings; clients **cannot opt to withhold** the results from third parties once the process has begun.

# Employee Assistance Program (EAP) Sessions and Payments

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If you are using an **EAP benefit** (sessions provided through your employer):

## 1. EAP Disclosure and Scheduling Notice

Clients **must notify the office in advance** if they intend to use EAP benefits. This information is necessary to ensure proper scheduling with the **one provider authorized to deliver EAP services** at our facility. **Failure to inform us of EAP usage prior to beginning services** will result in claims being submitted to the client's primary insurance instead, as there is only one provider that can be designated and billed under for EAP sessions. Retroactive billing corrections will not be possible.

## 2. Session Limits

Most Employee Assistance Programs (EAPs) authorize a set number of sessions—**sometimes as few as 3 sessions**. Please note: **this limit is determined by your employer or EAP provider, not our office**, and we cannot guarantee how many sessions you may or may not qualify for.

- **Clients may not request additional EAP sessions beyond what has been authorized within a full calendar year (January 1–December 31)**, as doing so typically violates EAP and insurance guidelines.
- It is the client's responsibility to monitor their usage. We will notify you if we receive confirmation that your sessions have been exhausted, denied, or otherwise restricted.

## 3. Provider Continuity and Transfer of Care

Please note that **our facility currently has one designated provider eligible to conduct EAP services**. Depending on their availability, EAP services may be initiated with this provider. However, **once the authorized EAP sessions are exhausted**, clients **must transition to another provider within our practice** for continued care if they wish to proceed with therapy. This ensures appropriate allocation of services and allows us to maintain compliance with EAP and insurance billing requirements. We will assist with coordinating this transition to ensure continuity of care whenever possible.

## 4. Copayments and Financial Responsibility

- If sessions are denied or limits are reached, clients are financially responsible for further services and may opt to transition to private pay or insurance billing. If no insurance information is provided, clients will instead be treated as cash-pay and will be responsible for related fees.

## 5. Insurance Transitions

If you wish to transition from EAP to using **insurance or private pay**, notify our office **before** your next session. We must update billing records in advance to avoid claim errors.

- Once EAP sessions have been exhausted, **services will be billed through the client's primary insurance, not the EAP**. At that point, **clients are financially responsible for any associated copays, coinsurance, deductibles, or other out-of-pocket costs** as determined by their insurance plan.
- If a client is unsure of their financial responsibility at the time of service, we will refer to the policies outlined in the **Informed Consent and Payment Agreement**. This includes collecting a **\$30.00 placeholder payment** toward the anticipated amount owed. Adjustments will be made once the insurance company processes the claim and provides an **Explanation of Benefits (EOB)** — a process that may take as little as **2 weeks** or, in some cases, **more than 6 months** depending on the insurance provider.

# Important Notice Regarding Professional Boundaries and Behavior

1. Clients engaging in **coercion, bribery, threats, or accusatory behavior** toward staff or providers will be **immediately discharged** from services.
2. Emotional dysregulation does not justify **verbally abusive or bullying behavior**. Clients are expected to engage respectfully—even when navigating distressing circumstances.

## Acknowledgment

By signing below, I acknowledge that I have read, understand, and agree to the information outlined in this document regarding Calm Gardens Therapy's policies for EAP and FMLA documentation requests. I understand that I can contact the front office if I have questions or need clarification.

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I consent to sharing information provided here.