

EMPLOYEE ASSISTANCE PROGRAM AT PG&E

Statement of Understanding For DOT-Designated Safety Sensitive Employees

PROGRAM DESCRIPTION

Welcome to the Employee Assistance Program (EAP). We know that reaching out for help can be uncomfortable, so our goal is to make it as easy for you as possible to help you resolve your issues quickly and effectively.

PG&E has contracted with an external company, Beacon Health Options (formerly ValueOptions), to offer EAP Services that include assessment, referral, and one to six counseling sessions per six month period, as needed. Services provided by Beacon Health Options are offered at no cost to you.

Referrals to service providers outside of Beacon Health Options may be recommended to help you resolve your issues. Those services *may* be covered under your medical benefit plan, or that of another employer, insurer, or HMO through whom you may have coverage. However, referral is not a guarantee that such services *will* be covered by your medical plan. *It is your responsibility to determine whether or not outside services are covered under any such plan and to pay any charges not covered.* If a referral is made to an outside counselor under your health plan, we encourage you to follow through with it. Please let your EAP Counselor know right away if you are not satisfied with the referral.

In the event that your counselor coordinates a medical leave of absence, you are required to notify your supervisor, the PG&E Leave Management Team (1-855-732-8217) and to complete all required paperwork.

IF YOU ARE IN A SAFETY SENSITIVE POSITION

PG&E employees in DOT covered positions (DOT covered positions include all gas pipeline employees, meter readers, and employees who operate commercial motor vehicles) are required to comply with the Company's drug and alcohol testing program.

Under this regulation and PG&E policy, you are entitled to protections when you self identify a drug or alcohol problem prior to testing positive. Under this Self ID Program you are able to be evaluated and referred for help without it counting as a DOT rule violation. Your disclosure will not be treated as a positive test/rule violation result under the Company's DOT drug and alcohol testing program. You are encouraged to take advantage of this program to address any alcohol and drug issues and to avoid testing positive in the future. To receive Self ID services you will need to sign a Release of Information between PG&E and the EAP counselor.

In addition to the limits of confidentiality outlined below, your disclosure will be treated confidentially as long as you comply with the EAP treatment recommendations. If you do not comply with the EAP treatment recommendations, your non-compliance may be shared with the DOT coordinator, which may result in your removal from safety-sensitive duties. Non-compliance may result in disciplinary action or termination.

If you opt out of the Self ID program or decline to sign the Release of Information, you are still able to access services through your health plan but will not be covered by the Self ID protections and services.

CONFIDENTIALITY AND EXCEPTIONS

We understand how important confidentiality is to you and we are careful to respect your privacy. EAP records remain separate from your personnel file to ensure your confidentiality. The only persons with access to your EAP records are EAP professionals who have a business/program need to know, including PG&E EAP Manager and/or her designee. However, it is very important that you understand that there are very few exceptions where confidentiality may be limited. Some of these exceptions are prescribed by law, others are Company policy. Unfortunately, if you feel that you cannot accept the confidentiality limitations, we will not be able to provide EAP services to you. However, you can still contact your health care plan for further assistance.

CIRCUMSTANCES LIMITING CONFIDENTIALITY

Here are the conditions that limit my confidentiality:

1. If there is a reasonable basis to suspect child or elder abuse and/or neglect; and to the extent required by state or federal law.
2. If, in the EAP Counselor's clinical judgment you pose a serious danger to yourself, others, company property or public safety.
3. If you report information concerning dangerous or illegal activity in the workplace.

4. If you or your representative claim alleged wrongdoing by PG&E and/or Beacon Health Options that you believe has caused you physical, mental, or emotional injury or damage in any threatened or actual lawsuit, arbitration or administrative proceeding.
5. If, during any of your counseling sessions, you suggest you may seek a "reasonable accommodation" under the Americans with Disabilities Act (ADA), a referral may be made to the Accommodations unit, if such disclosure does not conflict with HIPAA, other federal, or California confidentiality requirements concerning personal health or substance abuse problems or treatment. (The ADA requires employers to make reasonable accommodation for the known physical or mental limitations of a qualified worker unless the accommodation poses an undue hardship on the employer.)
6. If you report to EAP a possible violation of PG&E's Equal Employment Opportunity policy, EAP will disclose any complaint of violation to HR. (It is actually your responsibility as a PG&E employee to report to Human Resources all complaints of employment discrimination including sexual harassment. All such reports are promptly investigated by PG&E.)
7. If release of information is compelled by law or is needed in an emergency by medical personnel for your diagnosis or treatment and you are unable to authorize disclosure.
8. If you were formally referred to EAP by your supervisor, he or she will be notified only as to whether or not you have followed through in contacting the EAP. Your supervisor will not be given clinical information.
9. In connection with an audit of records by PG&E or its designated auditor to monitor quality and volume of services provided by Beacon Health Options; however, your identity will not be disclosed to other non-EAP PG&E personnel.

In the event that information identified in items 2-7 above comes to the attention of the EAP counselor, it will be necessary for the counselor to disclose this information to appropriate PG&E personnel. If you are a dependent of a PG&E employee, items 5 and 8 above are not applicable.

CERTIFICATION

I certify that I have read and accept this Statement of Understanding. I understand that I have a right to receive a copy of this document and that, upon my request, my EAP counselor will provide me with a copy. I understand, agree and consent to the terms set forth above.

Signature of Participant or Legal Guardian

Date

Please Print Your Name

Witness (EAP Counselor)

Date

Please Print Your Name