Counseling Services Consent for Treatment

You have sought treatment through Counseling Services, an agency within the Student Health and Counseling department at SUNY Geneseo. This document is the Counseling Services Consent for Treatment. It reviews key points from the Student Health and Counseling “Explanation of Privacy Policies & Consent for Treatment” and provides information specific to your treatment from Counseling Services.

Review of Privacy Policies/Rights and Responsibilities

Student Health and Counseling strictly protects the privacy of information related to your personal health information (PHI) and any care you receive from Student Health and Counseling, including behavioral health services.

All student contacts with Counseling Services are confidential in accordance with both New York State law and the ethical standards of relevant professional organizations. Legally mandated exceptions to confidentiality (including telehealth) were reviewed on the departmental consent form which you already acknowledged. Please refer back to this document for reference. We make every effort to respect the confidentiality of the information that you provide and to treat this information with appropriate care.

By acknowledging this document, you also acknowledge that you have already read and acknowledged the complete “Rights and Responsibilities” contained in the “Explanation of Privacy Policies & Consent for Treatment” for the Department of Student Health and Counseling, which included your right to refuse and/or to discontinue treatment at any time. Students who have any questions about Student Health and Counseling's privacy practices or who wish to file a complaint should contact the Principal Administrator for Student Health and Counseling in writing (see final section addressing “Concerns/Complaints” below).

Types of Behavioral Health Treatment

The Counseling Services professional staff provide confidential behavioral health services to all currently enrolled SUNY Geneseo students. An initial assessment (triage) is performed to determine which services would best meet an individual student's needs. Those services may include (but are not limited to) initial triage, case management, short-term individual counseling, telehealth (teletherapy), group therapy (including skills-based, support, and process groups), psychiatric services, consultation, crisis intervention, outreach, and referrals to on- and off-campus services.
Scope of Services:
Counseling Services is committed to maintaining our ability to provide students with high quality, appropriate behavioral health services. Our office provides services within the limits of our expertise as required by professional ethics. Counseling Services is staffed by licensed and license-eligible mental health professionals who follow a generalist model. As generalists, our counselors are similar to primary care physicians--i.e., we are able to assess a wide variety of presenting issues, and yet there are some services that we are unable to offer. Our agency provides short-term services, and we do not work with all problems. We have limitations including (but not limited to) what is described below:

- specialized treatment falling outside of our areas of expertise
- weekly or more frequent sessions
- long-term treatment
- treatment mandated by a non-campus entity

Specific Information Regarding Telehealth:
Telehealth includes secure video conferencing, telephone conversations, secure messaging, emails, and other audio-visual interactions. Teletherapy (also known as tele-counseling and tele-behavioral health) is specific to providing mental health services remotely via video conferencing or other form of audio-visual communication. Teletherapy may include mental health care delivery, diagnosis, consultation, and psychotherapeutic treatment.

Behavioral Health Treatment Expectations

You and your counselor will determine a treatment plan appropriate to your needs. As noted in the “Types of Treatment” section above, this may include various modes of intervention (including in-person and telehealth services) as well as referral to on- or off-campus entities.

Should you engage in ongoing therapy through our office, be aware of these parameters:

- We will work with you to develop a specific treatment plan. This plan will include goals and indicators of progress. When appropriate, the treatment plan will also address coordination of care with others (such as other professionals and family members), with your written consent. You and your counselor will work together to develop this plan and to review/update as needed based on changes or progress.
- We will work with you towards reaching the goals outlined in your treatment plan. Termination of treatment may occur due to making progress on your treatment goals, reaching your treatment goals, cessation of progress towards your treatment goals, or changes in the academic calendar (e.g., end of the academic year or graduation).
- We avoid using email for clinical contacts with students, as confidentiality is not guaranteed. Also, staff may not have immediate access to or the ability to monitor their emails on a daily basis. You may contact your counselor via secure message at myhealth.geneseo.edu (non-urgent/non-emergency only). You will be notified of Student Health and Counseling secure messages via your Geneseo email account.
- We will notify you if we need to cancel a scheduled appointment. We will usually attempt to reach you by phone and/or via secure message. You will receive confirmation of scheduled sessions; you are responsible for attending all sessions as scheduled.
Cancellations can be made by calling our office or using the student portal at myhealth.genesee.edu. You will need to cancel at least 2 hours in advance.

- We review all requests to switch counselors. Students requesting a new counselor within the same academic year are directed to use our Counselor Change Request form (go.genesee.edu/counselorchange). Receiving this form provides us with more information about what wasn't working for the student and allows us to make the best decisions about ongoing treatment. Students returning for a new academic year may make this request when scheduling via myhealth.genesee.edu.

- We provide intervention for urgent care needs via same day appointments during our business hours, Monday to Friday, 8 a.m. to 5 p.m. Call our office at 585-245-5716 to request immediate assistance. Outside of business hours or in the case of imminent danger, call University Police at 558-245-5222 (911 if off-campus) or visit go.genesee.edu/healthemergency for additional options. NOTE: emergency services are NOT provided via telehealth.

Risks and Benefits from Behavioral Health Treatment

General Disclosure of Risks:
There are risks and benefits associated with behavioral health treatment. Counseling may involve the risk of discussing unpleasant aspects of your life and/or remembering distressing events. Counseling may also arouse strong, unwanted feelings like sadness, guilt, anger, frustration, and loneliness. Counseling has been shown to have benefits for those actively engaged in the process. Therapy may lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress. You may also gain a better understanding of yourself and your concerns via your counseling sessions.

Specific Risks that May be Associated with Teletherapy:
There are risks and consequences from teletherapy, including (but not limited to) the possibility that despite reasonable efforts by our office, the following may occur:

- the transmission of PHI could be disrupted or distorted by technical failures;
- the transmission of PHI could be interrupted by unauthorized persons; and/or
- the electronic storage of PHI could be accessed by unauthorized persons.

If your counselor believes you would be better served by another form of intervention (e.g., face-to-face services or specialized treatment), you will be referred to a mental health professional who can provide such services in your area.

While you may benefit from mental health treatment, results cannot be guaranteed or assured. There are potential risks and benefits associated with any form of counseling, and despite my efforts and the efforts of your counselor, your condition may not improve and in some cases may even get worse.

Collaborators for Teletherapy Sessions

Your consent to use of teletherapy services specifically includes your identification of up to two local emergency contacts (“collaborators”) who can be reached by our office if there is any concern for your physical and/or emotional well-being. Such collaborators may be called upon to contact you directly or to alert the local authorities in your area in an emergency situation. As part of the form you complete for seeking initial treatment at Counseling
Services, you will be asked to provide the name, relationship to you, cell phone number, and email address for your emergency contact(s).

With your acknowledgement of this form, you hereby provide our office with consent to contact one or both of these collaborators if indicated for your safety and well-being. If you choose to change a collaborator, or if applicable contact information changes, you agree to inform our office of the updated information.

If you show signs of deterioration that indicate you may be in danger, you grant SUNY Geneseo Student Health and Counseling staff permission to contact your identified collaborator(s) to verify your well-being. If you show indicators that you may be at serious risk for harm to self or others, you understand that the Student Health and Counseling department is required to contact local emergency response personnel and/or others as needed to ensure your safety.

DISCLAIMERS

SUNY Geneseo cannot and does not assume any responsibility for any loss, damages or liabilities arising from the failure of any telecommunications infrastructure or the internet or from your misuse of any personal health information, advice, ideas, information, instructions or guidelines accessed through the service.

Links to third party websites may be provided to you. The links are provided solely as a convenience to you. SUNY Geneseo does not endorse the content of these third party websites nor does SUNY Geneseo control or guarantee the accuracy or reliability of the content located on any third-party websites. SUNY Geneseo is not responsible and assumes no liability for the information, content or software of any third party websites. If you decide to access third party websites, you do so at your own risk.

Limitations of Liability

Under no circumstances shall SUNY Geneseo be liable in any way for your use of the service, including, but not limited to any errors or omissions caused by a tpa, any infringement by any content of the intellectual property rights or other rights of third parties, or for any loss or damage of any kind incurred as a result of the use of the service.

Under no circumstances shall SUNY Geneseo be liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, lost profits, business interruption, loss of programs or other data on your computer or mobile device or otherwise) arising from or in connection with your use of the third-party websites or the service, whether under a theory of breach of contract, negligence, strict liability or otherwise, even if we or they have been advised of the possibility of such damages.

You hereby release and hold harmless SUNY Geneseo from any and all claims, demands, and damages of every kind and nature (including, without limitation, actual, special, incidental, and consequential), known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the service.
**Indemnification**

Without limiting the generality or effect of other provisions of this agreement, as a condition of use, you agree to indemnify, hold harmless, and defend SUNY Geneseo and its trustees, officers, employees and agents (collectively, “indemnified parties” and each, individually, an “indemnified party”) from and against all costs, expenses, liabilities and damages (including reasonable attorneys’ fees) incurred by any indemnified party in connection with any third party claims arising out of: (i) your failure to comply with any applicable laws and regulations; and (ii) your breach of any of your obligations set forth in these terms of use.

**Miscellaneous**

The laws of the State of New York shall apply, without regard to conflict of laws rules, for the resolution of any dispute based upon or relating to these Terms and Conditions. To the extent permitted by applicable law, you agree that the Federal and State courts in New York shall be the sole and exclusive forum relative to any and all disputes arising out of your use of the Platform. These Terms constitute the sole and entire agreement between you and SUNY Geneseo relating to your use of the Services, and no representations, statements, or inducements, oral or written, not contained in these Terms and Conditions shall bind either you or SUNY Geneseo. Any of the terms of these Terms and Conditions which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of these Terms and Conditions or affecting the validity or enforceability of these Terms and Conditions as a whole.

**Concerns/Complaints**

Should any concerns arise regarding the Services provided, contact Megan Syfrett, Principal Administrator for Student Health and Counseling, at:

Megan Syfrett  
Lauderdale Health Services  
1 College Circle  
SUNY Geneseo  
Geneseo, NY 14454

Additionally, you may choose to file a written complaint with the appropriate licensing board for the state in which the Service was provided. Upon request, person indicated above will provide you with the correct address for filing a complaint. Filing a complaint will not result in retaliation. You may also send concerns or other feedback directly to the Student Health Advisory Committee (SHAC) via an anonymous online form at go.geneseo.edu/shac.

SUNY Geneseo shall not be liable for any delay, loss, failure, or inability to perform its obligations as described herein which is caused by “force majeure.” The term “force majeure” includes, but is not limited to, acts of God; acts of public enemy; acts of governmental authority; severe weather conditions, pandemics, or any other cause beyond its control not specifically set forth herein.

**BY CLICKING THE CHECK BOX TO THE LEFT AND PROCEEDING WITH YOUR USE OF OUR SERVICES, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND**
UNDERSTAND THIS DOCUMENT. ACKNOWLEDGING THIS FORM DOES NOT WAIVE YOUR RIGHT TO PRIVACY.