Explanation of Privacy Policies & Consent for Treatment

The Department of 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. In order to provide the best treatment to our students, we may use your PHI: 1) to provide treatment, including consultation between Health & Counseling staff about relevant information, 2) to obtain payment, which may include charges to your student account.

Students have the following rights regarding how PHI is used:

- **The right to request that we limit how we use and disclose information about your health and treatment.**
- **The right to see and get copies of your records.** In most cases, you have the right to look at or to get a copy of your Student Health and Counseling record. The request must be made in writing. If your request is denied, we will tell you in writing, of the reasons for denial. You have a right to have the denial reviewed by the management team.
- **If you believe there is a mistake in your record, or that information is missing, you have the right to request that corrections are made.** Please put your request in writing. If your request is denied, we will inform you in writing and explain your right to have the denial reviewed. It is then your right to file a written statement of disagreement with the denial.

Any information which is part of your medical record at Student Health and Counseling will be treated with the utmost confidentiality. Documentation related to any services you receive at Student Health and Counseling does not become part of your academic or other College records (including banner). Student Health and Counseling staff may consult with each other about relevant information, as necessary, in order to provide the best treatment for each individual. Students who have any questions about Student Health and Counseling’s privacy practices or wish to file a complaint should contact the Principal Administrator for Student Health and Counseling in writing.

Legally Mandated Exceptions to Confidentiality (including telehealth):

- **Reportable conditions, such as COVID-19, meningitis, and sexually transmitted infections, which constitute public health risks.**
- **Threat of imminent danger of hurting self or others, for example, in the case of potential suicide or homicide.**
- **Incidence of suspected child abuse, neglect, or maltreatment as necessary to protect the elderly and/or children involved.**
- **Legal cases in which clinical records are subpoenaed by the court.**
- **Medical/psychiatric emergencies, when information may be shared with other providers as needed to provide appropriate treatment.**

OUTSIDE OF THE ABOVE EXCEPTIONS, CONFIDENTIAL INFORMATION WILL NOT BE DISCLOSED WITHOUT YOUR WRITTEN AUTHORIZATION ALLOWING US TO DO SO.

Student Rights and Responsibilities

As a student you have the right:

- To receive considerate and respectful care.
- To have your diagnosis and treatment explained to you or a legally authorized person in terms that you can understand, and to have any related questions answered.
- To know the diagnosis, the treatment plan, the risks and benefits of treatment and of non-treatment.
- To know the prognosis, or expected course of illness or disease.
• To have all common side effects of a drug explained.
• To inspect, receive copies, and request amendments of your medical records.
• To know who is interviewing and examining you.
• To have explained to you ways that you can prevent medical problems from recurring.
• To refuse to be examined or treated by health practitioners, to be informed of the consequences of such decisions, and to request a second opinion if you want one.
• To change your provider if other qualified providers are available.
• To be assured of the confidential treatment of disclosures and records and to have the opportunity to approve or refuse the release of such information, except when release of specific information is required by law or is necessary to safeguard you or the college community.
• To use established procedures for any suggestions, complaints, and grievances regarding the care you receive while a student here.
• To refuse to participate in experimental or other research protocols.
• To request and have available to you information about advance directives.

As a student you have the responsibility:

• To take an active role in your own health care by educating yourself, asking questions, and voicing any concerns you may have.
• To provide Student Health and Counseling with a complete, accurate medical form to the best of your ability, including information about immunizations, current health status, allergies or sensitivities, medications, including over-the-counter products & dietary/herbal supplements, & prior medical / psychiatric conditions.
• To ask questions if you do not understand the directions or treatment being given by a provider.
• To inform the health center staff if you need to miss an appointment (preferably 24 hours in advance).
• To accept personal financial responsibility for any charges not covered by the health fee or your health insurance (see below).
• To be respectful of all the health care providers and staff, as well as other patients, and all property, while in the Student Health and Counseling facility.
• To provide a responsible adult for transport home from the facility and remain with them for 24 hours, if required by their provider.

Your additional responsibilities specific to any telehealth contacts (telehealth includes secure video-conferencing, telephone conversations, secure messaging, emails, and other audio-visual interactions):

1. You agree not to record any telehealth appointments.
2. You are aware that you may only use telehealth services within the State of New York, which is the state in which professional staff are licensed. You will truthfully advise us of your current location at the start of each appointment.
3. You agree to arrange a location that has sufficient lighting and privacy and that is free from distractions or intrusions for any telehealth appointments. (In rare instances, we may be able to offer assistance with obtaining a secure location.)
4. You agree that you are solely responsible for securing and maintaining the necessary equipment, internet connectivity and applications you may require in order to utilize telehealth services. You agree that you will utilize equipment owned by you personally and not by an employer or any others.
5. You agree that if the agreed-upon form of technology fails in the course of a telehealth session, an alternate form of communication (most likely phone) will be utilized by our office to follow-up with you. At the start of each telehealth appointment, you will confirm your phone number. Should you become disconnected and/or experience any other difficulties utilizing the designated telehealth platform, you will attempt to contact our office.
6. You agree to be appropriately dressed for telehealth appointment (similar to if you were attending an in-person, face-to-face appointment).
7. You acknowledge that our office will keep a written record of any telehealth appointment in your Student Health and Counseling electronic medical record.
Acknowledgement of Your Financial Responsibility:

Missed Appointment Fee: If you miss a scheduled appointment in the Health and Counseling department without cancelling in advance, a fee of $25 will be charged to your student account. This charge applies to ALL Student Health and Counseling appointments, including those in Health Services, Counseling Services, and AOD/psychiatric. Appointments can be cancelled via calling the relevant office or logging into the student health portal at myhealth.genesee.edu.

Labs: In order to provide you with the best possible care, it may be necessary to utilize the services of a commercial laboratory or refer you to a specialist or for an x-ray. The fees for these outside services are NOT covered by your student health fee. In an effort to keep costs as low as possible for you, Student Health and Counseling has negotiated special low student rates with a commercial lab vendor. This low rate is available to you if you choose to bill your student account for the cost of the lab work at the time of service. You may use your personal health insurance to pay for lab tests, but you may end up paying a higher out-of-pocket amount than the rates that we have negotiated.

NOTE:
The Department of Student Health and Counseling is NOT responsible for obtaining prior approval from your health insurance carrier or calculating your deductible. We are not responsible for the payment of any Specialist, X-ray, or Commercial Lab fees incurred by you.

BY CLICKING THE CHECK BOX TO THE LEFT, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS DOCUMENT. ACKNOWLEDGING THIS FORM DOES NOT WAIVE YOUR RIGHT TO PRIVACY.