

Welcome to the Fredonia Counseling Center (CC). In order to better serve you, we would like to provide you with some information about our services. This information will be discussed during your meeting with a professional counselor. If you have any questions, please let your counselor know. You are encouraged to retain a copy of this agreement.

Treatment Modalities: The Counseling Center's clinical staff work collaboratively with clients to identify concerns and treatment goals in an effort to determine which counseling services are most suited to address each client's unique needs. Counseling interventions may be provided individually in-person, via therapy group/workshops, and/or through remote tele-mental health services. The CC primarily utilizes a brief intermittent treatment model, recognizing research-based practices, which promote dramatic improvements during the early stages of a therapy experience. We approach each session from a single-session mindset, organizing each session as if it might be the last, to optimize maximum effectiveness of each session. The goal of each session is for the client to leave with a sense of emotional relief, increased hope, and some sort of positive outcome as defined by the client. Within the context of the counseling relationship, both the counselor and client work diligently to harness motivation to address a specific concern that promotes the client's vision of their better self. Your engagement in any counseling service at Fredonia is strictly voluntary.

Tele-Mental Health Services: Secure videoconferencing, emails, telephone conversations, and education using interactive audio, video, or data communications may be utilized when obstacles to engagement in face-to-face services exist. Individuals engaged in these services must be 18 years of age or older (minors must obtain parent/legal guardian consent for treatment) and physically present in the state of New York, USA, in accordance with state laws. While teleservices will be conducted primarily through secure and private videoconferencing, there are always some risks with teleservices including, but not limited to, the possibility that the transmission of your personal health information (PHI) could be disrupted or distorted by technical failures, the transmission of PHI could be intercepted by unauthorized persons, and/or the electronic storage of PHI could be accessed by unauthorized persons. The recording of sessions is strictly prohibited.

While engaged in tele-mental health services you authorize the following contacts in the event of an emergency where we are concerned for imminent risk to health or safety (ie. suicidal/homicidal intent): Emergency Contact (a personal contact such as a parent, family member, or significant other whom resides with you); SUNY Fredonia Office of Enrollment and Student Services | SUNY Fredonia Office of Residence Life; Community Crisis Services Provider (County Crisis Hotline, Law Enforcement, University Police).

Tele-mental health services may not be offered to you if you have experienced any of the following:

- recent suicide attempt(s), psychiatric hospitalization, or psychotic processing (last 3 years);
- moderate to severe major depression or bipolar disorder symptoms;
- moderate to severe alcohol or drug abuse;
- severe eating disorders; and/or
- repeated "acute" crises (e.g., occurring once a month or more frequently)

Tele-mental health services are not appropriate for emergencies and mental health crises. These include:

- thoughts of hurting or killing self or another person;
- hallucinations;
- being in a life threatening or emergency of any kind;
- having uncontrollable emotional reactions; and/or
- being under the influence of alcohol or drugs.

If you are in an emergency or crisis situation (such as those listed above), you should immediately seek help from a hospital or crisis-oriented health care facility in the immediate area or contact:

- 911 or Campus Police at 716-673-3333
- National Suicide Prevention Lifeline: Call 1-800-273-8255

Same Day Triage Appointments: Same day appointments are intended to remove barriers and provide access to therapeutic interventions intermittently on an as needed basis. Same Day appointments are *first-come, first-served* and are available Monday - Friday between 1:00-4:00 pm when classes are in session. Individuals may schedule a same day appointment starting at 8:30 am daily and prioritize students previously not engaged in counseling services. The availability of same day appointments is limited.

Crisis and After-Hours Services: In most circumstances, the difficulties that students face can be addressed through the usual process of setting up an appointment. However, there are crisis situations in which immediate intervention by a counselor is necessary.

If a crisis arises during normal business hours (M-F 8:30 am – 5 pm), students should contact the CC directly by calling 716-673-3424 and should articulate the urgency of their concern.

Outside of regularly scheduled business hours, students living on campus should seek assistance from Residence Life staff for assessment of risk and emotional support. In the event of an emergency, students should call University Police at 716-673-3333. Those residing off campus should call 911.

Additional support for students is available 24/7/365 through the Chautauqua County Crisis Hotline at 1-800-724-0461 or the National Suicide Prevention Lifeline at 1- 800-273-TALK (8255).

Group Therapy/Workshops: The Counseling Center facilitates group therapy and workshops to promote student well-being. These interventions normalize shared experiences, improve one's sense of belonging, provide a greater variety of resources and viewpoints, and are an especially effective treatment in university settings. Clinical staff work with students in small groups of generally 6-12 students to create a safe environment in which participants can give and receive support towards addressing each group member's treatment goals.

Psychiatric Services: Psychiatric evaluation and medication monitoring services are available through referral to community mental health agencies and via tele-medicine secure video conferencing provided by Jamestown Psychiatric, PC (716-526-4041). These agencies accept most insurance plans.

Restrictions on Services: New York State Office of the Professions places restrictions on the services mental health counselors are authorized to provide. These restrictions are outlined in the [CC Scope of Practice](#). In addition, all licensed mental health counselors are required by law to recommend you consult with a physician if, in the course of assessment and treatment, your counselor suspects that you may have a serious mental illness. If it is determined that a medical evaluation is warranted, your counselor will seek your permission to consult with a physician.

Treating Minors: New York State law requires parental consent for mental health treatment of a MINOR student when parental consent is readily available and not deemed to be detrimental to the student's well-being. A minor is defined as: under the age of 18, not married, not the parent of a child, not legally emancipated, and not on voluntary status as defined in Section 9.13 of the Mental Health Hygiene Law.

The Mental Health Hygiene Law of New York authorizes the provision of outpatient mental health services to a minor under the following circumstances: the minor is knowing and voluntarily seeking the counseling services; provision of the services is clinically indicated and necessary to the minor's well-being; and one or more of the following pertains: 1. Parent or guardian is not reasonably available, 2. Seeking parental or guardian consent or involvement would have a detrimental effect on the course of outpatient treatment, or 3. Parental consent has been denied and treatment is necessary and in the best interests of the minor.

Client Rights and Responsibilities:

You have a right to:

- Considerate and respectful care.
- Information regarding research based treatment options specific to your presenting concerns.
- All information needed to give informed consent for treatment.
- Refuse treatment and be informed of potential consequences.
- Expect that your personal privacy will be respected.
- Expect that your treatment records will be kept confidential and will be released only with your written consent, or in cases of imminent risk to self or others, or in response to court-ordered subpoenas
- Know the names and credentials of staff involved in your treatment.
- Change counselor at any time.
- Review your SUNY Fredonia counseling/treatment records in accordance with NYS law.
- Express concern, grievance or suggestion.

You are responsible for:

- Providing complete and honest information about your mental health.
- Asking questions if you do not understand treatment recommendations.
- Actively participating in your care by following treatment recommendations.
- Keeping appointments or notify the staff as soon as possible if unable to keep appointments, preferably with 24 hour notice.
- Seeking immediate assistance in the event of imminent risk of harm to self or others.
- Being respectful of the staff and other clients.
- Wearing appropriate attire while attending in-person and tele-mental health sessions.
- Attending appointments free from illicit mood altering substances.
- Providing the personal telecommunications equipment and secure internet access for your tele-mental health sessions (public/non-secure Wi/Fi hotspots and/or equipment owned by an employer should be avoided to protect private health information).
- Arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for your tele-mental health appointments.

Technology and Informed Consent: The Counseling Center uses computer technology for scheduling of clinical interventions, data collection, record keeping and the provision of tele-mental health services. Records are stored electronically on an encrypted, secure server maintained by SUNY Fredonia. We make every effort possible to protect the confidential information that is entered into the computer system. Also, please note that email is not a fully secure form of communication. To help ensure your privacy, clients are cautioned against communicating sensitive, detailed personal health information by email.

Change of Contact Information: You are required to provide us with your most current address and phone numbers so that you may be reached in event of scheduling conflicts, emergencies, and to verify your eligibility of tele-mental health service per NYS residency restrictions.

Confidentiality and Records: Counseling often involves sharing sensitive, personal, and private information. Recognizing this, laws and ethical guidelines require that all interactions with the Counseling Center, including content of your sessions, records, scheduling of or attendance at appointments, and progress in counseling are confidential. **No record of counseling is contained in any academic, educational, or job placement file.** In order to provide you with the best possible treatment, we may confer with other professionals. Counseling records are maintained for seven (7) years, after which time they are destroyed. Clients have the right to access medical information and copies of their medical records in accordance with applicable state and federal law.

Exceptions to Confidentiality: For the vast majority of clients, no exceptions to confidentiality are made. However, there are some exceptions to confidentiality, which you should know about before you begin counseling. The CC may disclose information under the following situations:

- You consent, in writing, to such disclosures
- A court order mandates disclosure in compliance with legal obligations
- In accordance with statutes mandating reporting of child or elder abuse
- In accordance with NY SAFE Act reporting mandates
- Your counselor consults with other professional associates for clinical supervision
- It is determined you are an imminent danger to yourself or others

In any of these situations, your counselor would reveal only the information needed to resolve the immediate crisis or risk of danger. If your counselor believes you are in danger of hurting yourself or others, your counselor may contact people in a position to prevent harm.

Risks of Counseling: In therapy, you may learn things about yourself or your relationships. Often growth cannot occur until you confront issues that cause you to feel sadness, anger, anxiety or pain. Your therapist will be there to support you as you accept the responsibility for making the choices and changes that are required to achieve your goals. There is also a risk that therapy might not resolve your problem or that therapy alone may not be sufficient. The benefits of counseling cannot be guaranteed or assured, nor will all clinical services be appropriate for all individuals seeking treatment. Should this be the case, the counselor will explore alternative plans with you, including referral to off-campus and/or specialized services.

Grievance Procedures: You have the right to quality services, within the Scope and Practice of the Fredonia Counseling Center, delivered professionally and respectfully. Questions, concerns, or complaints are to be directed to the Clinical Director of Counseling Services (716-673-3424) or the Executive Director of Student Wellness and Support (716-673-3271).

Legal Disclaimers and Limitations of Liability:

You shall be solely and fully responsible for any damage to any computer system, any loss of data, or any improper use or disclosure of information caused by you or any person using your username or password. Fredonia 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. Fredonia does not endorse the content of these third-party websites nor does Fredonia control or guarantee the accuracy or reliability of the content located on any third-party websites. Fredonia 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.

You hereby release and hold harmless Fredonia 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.

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.

These Terms constitute the sole and entire agreement between you and 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 Fredonia.

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.

Fredonia 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.

ACKNOWLEDGMENT/CONSENT FOR TREATMENT:

- I acknowledge that I have read, understand, and agree to the terms and conditions of treatment as described above, thus authorizing the Fredonia Counseling Center to provide mental health services/treatment. I understand that I have the right to withdraw consent and terminate treatment at any time. Should treatment at the Fredonia Counseling Center be discontinued, I am solely responsible to take steps to seek additional, appropriate treatment.

- I understand that the Fredonia Counseling Center retains the right to refuse/discontinue treatment that is outside its scope of practice, when a client is non-compliant with treatment recommendations, and/or due to client changes in status, including but not limited to, discontinued enrollment at SUNY Fredonia or residency outside of NYS.

Print Name: _____ F# _____

Client Signature: _____ Date: _____

Emergency Contact Name: _____

Relationship to Client: _____ Phone: _____