

**RACHEL MATZA
NY LICENSED MENTAL HEALTH COUNSELOR**

**INFORMED CONSENT FOR TELE-COUNSELING
(PLEASE PRINT OUT & READ IN ITS ENTIRETY)**

You understand that the service provided through this platform is not intended for crisis situations or urgent needs. Prior to scheduling my initial therapy session, you will be required to provide demographic information and emergency contact information, and indicate your location. In a crisis or emergency situation, you agree to call 911 or visit the nearest emergency room. I understand that Rachel Matza is bound by New York Administrative Code, Chapter 681 and the Health and Safety Code, Chapter 611. In accordance with these rules, information obtained in the counseling session or in written form will not be disclosed to any outside person(s) or agency without written consent except when such disclosure is necessary for protection "from imminent harm" or is otherwise legally required and/or allowed by law, such as abuse or neglect of a child under 18, an elder, or a disabled person. This notification may include notifying the victim, notifying the police, or seeking appropriate hospitalization. She may also be required to provide information to the court if provided a court order. If a client files a worker's compensation claim or disability claim, she must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought. If any of the above situations arise, Rachel Matza will make every effort to fully discuss it with you before taking any action and will limit disclosure to only what is absolutely necessary.

If you are under 18, your parents or legal guardian(s) may have access to your records and may authorize release to other parties. If you or your child are in counseling by Order of the Court or as a condition of continued employment, my therapist may be required to provide the Court or Employer with reports, documents, or testimony.

This Informed Consent for Tele-Counseling contains important information focusing on doing counseling using the phone or internet. Please read this carefully and let your therapist know if you have any questions. When you sign this document, it will represent an agreement between us and acknowledge that you feel adequately informed regarding the services and support you receive during your time in therapy.

BENEFITS AND RISKS OF TELE-COUNSELING:

Tele-Counseling refers to providing counseling services remotely using telecommunications technologies, such as video conferencing, telephone, or text messaging. One of the benefits of Tele-Counseling is that the client and clinician can engage in services without being in the same physical location. It is more convenient and takes less time. Tele-Counseling, however, requires basic technical competence on both our parts.

Since counseling often involves discussing difficult or challenging aspects of your life, you may find yourself experiencing intense emotions while in counseling. This is why you must not be driving when we are in session. On the other hand, counseling has shown to be significantly beneficial to those who participate in it. Counseling can often assist individuals to find solutions to problems, improve self-image, reduce negative feelings, and improve the quality of their relationships.

Although there are benefits of Tele-Counseling, there are some differences between in-person counseling and Tele-Counseling, as well as some risks. For example:

- Risks to confidentiality. Because Tele-Counseling sessions take place outside of the counselor's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in counseling only while in a room or area free from distractions where other people are not present and cannot overhear the conversation.

- Issues related to technology. There are many ways that technology issues might impact Tele-Counseling. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies. If either of us were to lose our connection during a session, please stay by your phone as I will call you so we can complete our session.

- Crisis management and intervention. Usually, I will not engage in Tele-Counseling with clients who are currently in crisis or require high levels of support and intervention. An emergency response plan to address potential crisis situations will be included in our initial demographic information you send me prior to our first scheduled session.

Tele-Counseling does not provide crisis counseling and is not intended for clients who: have a history of major psychiatric episodes, hospitalizations or drug/alcohol dependence, have been diagnosed with any of the following - Borderline Personality Disorder, Major Depressive Disorder, Bipolar Disorder Type 1, Schizophrenia, or have a history of suicidal, homicidal, or violent behavior.

- Efficacy. Most research shows that Tele-Counseling is about as effective as in-person counseling generally except for severe persistent psychiatric disorders.

FULL CLIENT DISCLOSURE & RIGHT TO REFUSE TELE-COUNSELING SERVICES

If you have any history of major psychiatric episodes, hospitalizations or drug/alcohol dependence or have been diagnosed with any of the following - Borderline Personality Disorder, Major Depressive Disorder, Bipolar Disorder Type 1, or Schizophrenia - you must disclose this information to your therapist prior to being considered for online counseling services. Failure to do so or knowingly misleading or withholding the above said information excludes Rachel Matza from any legal obligation or liability related to said client's diagnosis, prognosis, outcome, and actions. If it is deemed at any point in the treatment that your needs are greater than my area of expertise or scope of practice and you are unsuitable for Tele-Counseling services, I reserve the right to refuse/end treatment and appropriate referral sources will be provided.

Termination is an important and necessary part of the therapeutic process. It is a time to evaluate what has or has not been accomplished, to explore successes and disappointments, and to practice how to handle ending relationships in a healthy manner. You agree to discuss termination of Tele-Counseling with Rachel Matza BEFORE terminating our therapeutic relationship. If you have not communicated with me in 21 days, I will no longer be your therapist of record, and I will send a message terminating therapy.

ELECTRONIC COMMUNICATION:

I reserve the right to choose the electronic platform for services. I will use reasonable caution in choosing the platform, mindful of my obligation of privacy and confidentiality to my clients. The platform chosen will be HIPPA compliant.

As a certified clinical telemental health provider, I am legally and ethically required to authenticate your identity in the form of your name, address, email, and phone number as well as a LOCAL Emergency Contact person prior to scheduling your first session. You will need to upload your driver license or state identification card. Your emergency contact information will only be used for emergency and safety.

You understand as a "Member," "Client," or "Subscriber" of a multimedia platform or referral service (such as Headway, Psychology Today), a technical support team may have access to your information and supervises the respective platform. All precautions are taken to protect your privacy and confidential information. Platforms depends on various factors such as software, hardware, and tools, either their own or those owned and/or operated by their contractors and suppliers. There is no guarantee that the platform will be uninterrupted or that it will be secure, consistent, timely or error-free. Rachel Matza will not be held responsible for communication via cell phones, chat, email or fax. Precautions are used when utilizing these methods of communication. Please be aware that data analytics are used to collect and store information. You agree not to hold Rachel Matza liable for any gathering or use of client information by any platform or referral service provider.

Services provided by Rachel Matza may include one or more of the following: email, SMS text, phone, and video. The Client understands that the counseling process includes but is not limited to the practice of education, needs assessment, goal setting, accountability, referral to resources, problem solving, skills training, and help with decision making. These services are provided for the purpose of personal and/or professional development.

****Disclaimer:** The information and advice provided by Rachel Matza during sessions is for educational purposes only. Rachel Matza shall have neither responsibility nor liability to any person or entity with respect to any loss or damage alleged to be caused directly or indirectly by the advice or information provided. If the Client needs more in-depth services outside of the scope that Rachel Matza or the respective online platform provides, the client agrees to seek face to face counseling or emergency help.

CONFIDENTIALITY:

I have a legal and ethical responsibility to make my best effort to protect all communications that are a part of our Tele-Counseling. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for Tele-Counseling sessions and having passwords to protect the device you are using).

Information contained in email and text messages may be privileged and confidential. However, there is some risk that any information that may be contained in such email or text message

may be disclosed to, or intercepted by, unauthorized third parties. Please be aware that email and text communication can be intercepted in transmission or misdirected. Your use of email or text to communicate information indicates that you acknowledge and accept the possible risks associated with such communication. Please let me know if you have any questions about exceptions to confidentiality.

PAYMENT:

All financial arrangements will be agreed upon prior to our first session. Please feel free to discuss any concern during session.

CONTACTING YOUR THERAPIST & OFFICE HOURS:

While I maintain office hours (by appointment only), I am often with clients or attending to other professional responsibilities and unable to answer the phone. I will make every effort to return your call within one business day (excluding weekends and holidays).

COMPLAINTS:

You can and should address any concern with your therapist. If your therapist does not address your concern reasonably you can choose to change therapists or file a complaint to:

New York Behavioral Health Executive Council
Complaint Form may be found at:
www.bhec.New York.gov/discipline-and-complaints/index.html

NOTHING FOLLOWS

Client Signature

Date