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## TELETHERAPY SERVICES AGREEMENT & INFORMED CONSENT

I \_\_\_\_\_ [name of client] hereby consent to engaging in teletherapy with Starr Therapy, LLC as part of my mental health treatment. I understand that "teletherapy" includes the practice of mental health care, consultation, treatment, transfer of mental health data, the use of emails, telephone conversations and education using interactive audio, video, or data communications as part of the aforementioned treatment. I understand that teletherapy also involves the communication of my medical/mental health information, both orally and visually.

I understand that I have the following rights with respect to teletherapy:

- (1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment.
- (2) The laws that protect the confidentiality of my medical information also apply to teletherapy. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, which are discussed in detail in the Notice of Privacy Practices form that I received with this consent.
- (3) (For a client who resides outside the State of New Jersey) By utilizing these therapeutic services, I agree that I am soliciting the services of a professional outside my state of residence. By doing this, I agree that the "point-of-service" of therapy is to occur in the State of New Jersey, not my own. In essence, I am using telephone or the internet to virtually travel to my therapist's office in New Jersey. Hence, my therapists are accountable to and agree to abide by the ethical and legal guidelines prescribed by their state of licensure and residence only, along with any corresponding federal ethical and legal guidelines. By agreeing to solicit the therapist's services, I agree to these terms. If I do not understand, or have questions, I know I have the right to ask about this further prior to starting treatment or disclosing any protected personal information.
- (4) I understand that there are risks and consequences from teletherapy, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons. In addition, I understand that teletherapy-based services and care may not be as complete as face-to-face services. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not improve, and in some cases may even get worse.
- (5) I understand that I may benefit from teletherapy, but that results cannot be guaranteed or assured.
- (6) I accept that Starr Therapy, LLC does not provide emergency services. During our first session, the psychotherapist will discuss an emergency response plan with me. If I am experiencing an emergency situation, I understand I can call 911 or another emergency response service or proceed to the nearest hospital emergency room for help. If I am having suicidal thoughts or making plans to harm myself, I do any of the foregoing and I can call the National Suicide Prevention Lifeline at 1-800-273-TALK (8255) for free 24-hour hotline support.
- (7) I understand that I am responsible for (1) providing the necessary computer, telecommunications equipment and internet access for my teletherapy sessions, (2) the information security on my computer, and (3) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for my teletherapy session. I further understand that Starr Psychotherapy, LLC has no oversight or control over security

mechanisms, technology or software relative to my personal computer or other telecommunications equipment and therefore cannot guarantee protection from outside access, intrusion or data collection by third parties when such devices are being used in connection with psychotherapy treatment.

(8) I understand that while email and text may be used to communicate with Starr Therapy staff, confidentiality of those communications cannot be guaranteed.

(9) I understand that I have a right to access my medical information and copies of medical records in accordance with HIPAA privacy rules and applicable New Jersey state law.

(10) Payment/Cancellation Policy: As a Starr Psychotherapy, LLC client, I understand that I am required to keep an active credit card on file for session fees. I understand that if I miss an appointment without providing at least 24 hours notice, I will be billed for the full session fee.

I have read and understand the information provided above. I have discussed it with my psychotherapist, and all of my questions have been answered to my satisfaction. My signature below indicates my informed and willful consent to treatment.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist's Signature

\_\_\_\_\_  
Date