

WVUPC PSYCHOTHERAPY INFORMED CONSENT FOR TELEPSYCHOLOGY SERVICES

The West Virginia University Physicians of Charleston (“WVUPC”) Department of Behavioral Medicine and Psychiatry has prepared this consent form to help explain policies and procedures related to electronic services or virtual visits provided by psychologists. These telepsychology services are offered on a temporary basis to maintain continuity of care during the COVID-19 nationwide public health emergency. Not all psychology services are available through telepsychology.

As a client receiving psychological services through telepsychology methods, please understand the following:

1. **What Services Are Provided:** This service is provided by technology (including but not limited to video and phone) and does not involve direct, face-to-face, communication. There may be benefits and limitations to this service that differ from in-person sessions. You will need access to, and familiarity with, the appropriate technology to participate in the service provided. Exchange of information will not be direct and any paperwork exchanged will be exchanged through electronic means or through postal delivery.
2. **Who May Receive These Services:** Virtual psychotherapy visits will only be scheduled for existing psychotherapy patients. New patient visits will be scheduled in person at the WVU Department of Behavioral Medicine office at CAMC Memorial Hospital.
3. **How Services Will Be Provided:** We agree to use the video-conferencing platform selected for our virtual sessions, and the psychologist will explain how to use it.
4. **Your Right Not To Choose These Services:** You may decline any telepsychology services at any time without jeopardizing your access to future care, services, and benefits.
5. **Potential Risks of This Service:** These services rely on technology, which allows for greater convenience in obtaining treatment. There are risks in transmitting information over the internet that include, but are not limited to:
 - Breaches of confidentiality;
 - Theft of personal information; or
 - Disruption of your therapy session due to technical difficulties.

While specific steps have been taken by WVUPC to protect the information that will be communicated between you and your provider (called “encryption”), the privacy and confidentiality of any communication that happens via computer and/or the Internet cannot be 100% guaranteed. Your clinician will do whatever is possible to safeguard your information, but you should be aware that there is a chance the information may be stolen from transmission between yourself and the provider.

6. **Confidentiality:** Because telepsychology sessions take place outside of the therapist’s private office, there is potential for other people to overhear sessions if you are not in a private place during the session. As your

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provider, I will take reasonable steps to ensure your privacy. However, it is important for you to make sure you find a private place for our session where you will not be interrupted. Additionally, it is important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

Unless agreed upon as part of your therapy intervention, you may not save the information discussed in your virtual online visit to your computer as a transcript or record your sessions in any way. The same obligations for and limits of confidentiality still apply for telepsychology services. Psychologists are mandated reporters with a legal requirement to report the abuse and/or neglect of children and vulnerable adults. Psychologists may also need to breach confidentiality if they have reason to believe that you are at risk of harming yourself or someone else. It is also important for you to know that your therapist will not record your session. We encourage you to consider the potential risks of recording your session before deciding to do so.

7. **What You Will Need for This Service:** You need to use a computer (or tablet device) with a webcam, or smartphone during the session. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology. It is important to be in a quiet, private space that is free of distractions (including cell phone or other devices) during the session. All individuals present for the virtual visit must be within view of the camera so the provider is aware of who is participating. To ensure maximum security and privacy, we strongly recommend using a secure internet connection (i.e. one that is password protected) rather than public/free Wi-Fi because information transmitted over public Wi-Fi connections is not secure and could be viewed by others.

8. **Scheduling of Sessions:** Telepsychology sessions are scheduled the same way as an in-person session. A specific appointment time has been reserved for you. Therefore, it is important that you inform your psychotherapist and the department if you cannot attend the appointment, need to cancel, or need to reschedule your tele-appointment. In those situations, please call the WVUPC Department of Behavioral Medicine front office at 304-388-1000.

9. **Back-up Plan:** We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems. The best phone number to reach you is:
_____.

10. **Safety during Telepsychology Sessions:** Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. To ensure your safety, we will need to know your exact physical

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location (including the physical address) at the time you are participating in the session, and the closest ER to your location, in the event of a crisis situation.

Emergency contact name: _____

Emergency contact relationship to you: _____

Emergency contact phone number: _____

11. If you are not an adult, we need the permission of your parent or legal guardian (and their contact information) for you to participate in telepsychology sessions. Minors must provide assent for telepsychology, and legal guardians must provide written consent. It is important that an adult is present in the home while the telepsychology session is taking place, and that he/she may be contacted in the event of an emergency, or to participate in appropriate parts of the session.

12. **Payments and Insurance:** The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

13. **Appropriateness of Telepsychology Sessions for You:** Telepsychology therapy sessions provide many conveniences and advantages for patients. However, not all issues or problems are clinically appropriate for online services. Your psychologist may recommend the provision of face-to-face services for specific issues. The psychologist and the patient will regularly reassess the appropriateness of continuing to deliver services through the use of technology.

14. **What To Do If The Session Is Disrupted:** In the event that the therapy session is disrupted, or for routine or administrative reasons, it may be necessary to communicate by other means: 1) call your psychotherapist at _____; 2) call the front office at the WVU Department of Behavioral Medicine and Psychiatry at 304-388-1000. Your psychologist may utilize alternative means of communication if technical disruptions arise.

15. **Telepsychology Services Are Not For Emergencies:** Telepsychology sessions should not be used for emergency medical or mental health needs. In emergency situations, call 911 or go the nearest emergency room. **Please note that your psychologist will respond to communications and routine messages within 72 hours.**

16. **Privacy:** It is your responsibility to maintain privacy on the client end of communication. Insurance companies, those authorized by you (the client), and those permitted or required by law may also have

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access to records or communications. A summary of session content / communications exchanged with your psychotherapist will be stored in your medical records as psychotherapy notes.

17. **Applicable Laws and Professional Standards:** The laws and professional standards that apply to in-person psychological services also apply to telepsychology services. This document does not replace other agreements, contracts, or documentation of informed consent.

18. **Discontinuation of Telepsychology Services at Your Psychologist's Discretion:** Your psychologist may determine that due to certain circumstances, telepsychology is no longer appropriate and that we should resume our sessions in-person.

Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.

Patient Signature: _____ Date: _____

Patient Printed Name: _____

If patient is under the age of 18, legal guardian signature:

Guardian Signature: _____ Date: _____

Guardian Printed Name: _____

Provider Signature: _____ Date: _____