

# CEI/CSI/CFI/LTHF

## Email and Telephone Call Policies

Effective 6/9/2008

Electronic mail and telephone calls are becoming a larger part of medical care every year. The American Medical Association has recognized this fact by implementing CPT (billing) codes which allow medical service providers to charge for consultations provided either by telephone or email.

In order for medical service providers at the CEI/CSI/CFI and LTHF to continue to be able to provide optimum medical care for our patients, we must begin charging for these services under some circumstances. You will not be billed for this service if *any* of the following conditions are true:

1. You have had an appointment in the previous week
2. You are scheduling the first available appointment as a result of the email/phone call
3. You have had surgery in the previous 10 days (90 days if a major procedure)
4. You have a fully authorized surgery scheduled for the future
5. You are calling for a prescription refill and you have had an appointment in the past year.

For all other situations, email and phone calls will be billed at the following rates:

<b>99441</b>	5-10 minute phone call, physician	\$50
<b>98966</b>	5-10 minute phone call, other qualified provider	\$20
<b>98967</b>	11-20 minute phone call, other qualified provider	\$40
<b>98968</b>	21-30 minute phone call, other qualified provider	\$60
<b>99444</b>	E-mail response by physician to patient query	\$35
<b>98969</b>	E-mail sent by other qualified provider	\$15

CEI/CSI/LTHF billing staff will submit claims for these services on your behalf to your insurance company. CFI does not submit claims for these services to insurers. Medicare will not reimburse for these services. To determine whether and how much of this charge may be reimbursed by your private insurer, you may call the customer service number on the back of your insurance card, provide them the 5 digit code starting with "9" listed above, and ask them if this code is covered and what your specific financial responsibility will be with respect to this code.

# **CEI / CSI / CFI / LTHF**

## **PATIENT E-MAIL TERMS OF USE**

### **E-MAIL DISCLAIMER**

CEI / CSI / CFI / LTHF (hereinafter “the Clinics”) will use reasonable means to protect the privacy of your health information sent by e-mail. However, because of the risks outlined below, the Clinics cannot guarantee that e-mail communications will be confidential. Additionally, the Clinics will not be liable in the event that you or anyone else inappropriately accesses or uses your e-mail. The Clinics will not be liable for improper disclosure of your health information that is not caused by intentional misconduct.

### **YOUR RESPONSIBILITY TO REDUCE E-MAIL RISKS**

At the discretion of the Clinics, its staff, physicians and agents (“Clinic Personnel”) and upon your agreement to the terms outlined within this consent form, you may use e-mail to communicate with Clinic Personnel. These e-mails may contain your personal health information. If you decide to use e-mail to communicate with Clinic Personnel you should be aware of the following risks and/or your responsibilities:

1. As the Internet is not secure or private, unauthorized people may be able to intercept, read and possibly modify e-mail you send to or are sent by Clinic Personnel.
2. You are responsible for protecting your e-mail account, password and computer against access by unauthorized people.
3. Since e-mail can be used to spread viruses, some which cause e-mail messages to be sent to people who you do not intend to send e-mail messages to, you should install and maintain virus protection software on your PC.
4. Since e-mails can be copied, printed and forwarded by people to whom you send e-mails, you should be careful regarding whom you send e-mails.
5. As your employer may claim ownership of, or the right to access, the e-mail account issued to you by your e-mail, you should avoid using an employer issued e-mail account to communicate with the Clinics.

### **TERMS AND CONDITIONS FOR THE USE OF E-MAIL**

By consenting to the use of e-mail with the Clinics, you agree that:

1. In consideration of being allowed to communicate with Clinic Personnel using e-mail, you agree that the following actions shall constitute a material breach of these Terms and Conditions:
  - a. signing on as or pretending to be another person
  - b. using secure messaging for any purpose in violation of local, state, national, international laws or posted Clinic policies
  - c. transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
  - d. transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Clinic Personnel) or entity as determined by the Clinics in its sole discretion

- e. using e-mail in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
  - f. collecting information about others, including e-mail addresses
  - g. intentionally distributing viruses or other harmful computer code
2. Clinic Personnel expressly reserve the right, in its sole discretion, to terminate your access to e-mail communication due to any act that would constitute a violation of these Terms and Conditions.
  3. Clinic Personnel may forward e-mails as appropriate for diagnosis, treatment, reimbursement, and other related reasons related to your email or the operation of the email system. Your e-mail and our reply will be printed and included as part of your medical record. Therefore, Clinic Personnel, other than your intended recipient, may have access to e-mails that you send. Clinic Personnel will not forward e-mails to independent third parties without your prior written consent, except as authorized or required by law, or for insurance or billing purposes.
  4. Although Clinic Personnel will try to read and respond promptly to your e-mails, this response may not be immediate. Therefore, you should not use e-mail to communicate with the Clinics if there is an emergency or where you require an answer in a short period of time.

**If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital. Do not attempt to access emergency care through e-mail communication with the Clinics or Clinic Personnel.**

5. If your e-mail requires or asks for a response, and you have not received a response within a reasonable time period, it is your responsibility to follow up directly with Clinic Personnel by telephone.
6. You should carefully consider the risk of using e-mail for the communication of sensitive medical information, such as, but not limited to, information regarding sexually transmitted diseases, AIDS/HIV, mental health, developmental disability, or substance abuse.
7. You should carefully word your e-mail messages so the information provided clearly, yet briefly, describes the information you intend to convey. You should avoid writing long "chatty" e-mails.
8. You are responsible for correcting any unclear or incorrect information.
9. It is your responsibility to follow up and/or schedule an appointment if warranted or recommended by Clinic Personnel.
10. E-mails may not be the only form of communication that the Clinics will use to communicate with you. Additionally, Clinic Personnel may decide that it is not in your best interest to continue to communicate with you by e-mail. In such case, the Clinic will notify that it no longer intends to communicate with you by e-mail.