

# TMH Fees, Policies and Procedures

## FEES, POLICIES AND PROCEDURES OF PATRICIA LEE LLC

### CONFIDENTIALITY AND PRIVACY

I will never acknowledge working therapeutically with anyone without his/her written permission. In some instances, even with permission, I will preserve the integrity of our counseling relationship. For this reason I will not accept any invitations via social networking sites nor will I respond to blogs written by clients or accept comments on my blog from clients. Nor will I acknowledge you in public unless you initiate the contact.

In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among the family members. I will use my clinical judgment when revealing such information.

I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment or unless compelled to do so by the law or a valid court order.

I do not bill insurance because of my concern for your confidentiality but if you decide to submit your statements for reimbursement from your insurance provider you should be aware that when you sign your request for reimbursement you give permission for them to obtain information about your diagnosis and the progress of your therapy. Information necessary for reimbursement is on the statement you receive. I will release no further information other than what is on the statement without your written consent as I have no control over how that information is used, stored or disseminated.

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, ***it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.***

Considering all of the above exclusions if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

I consult regularly with other professionals regarding my clients; however, the client's name or other identifying information is never disclosed. The client's identity remains completely anonymous and confidentiality is fully maintained.

### ELECTRONIC COMMUNICATIONS POLICY

HIPAA (Health Information Privacy and Portability Act) requires confidentiality of electronically transmitted information including forms, email chat, text, fax and email communication. HIPAA is a federal regulation requiring strict security and encryption of all stored personal health information, including electronic storage. Simple Practice.com, Hushmail.com, Sprucehealth.com and Securefax.com are HIPAA compliant secure and encrypted cloud based platforms I use to manage and store all client information and to

communicate with clients via secure messaging and videoconferencing. When you choose to schedule appointments online, complete forms and upload forms, exchange therapeutic messages or to engage in therapeutic videoconferencing you agree to work with me online using the above listed platforms.

Federal law prohibits me from communicating with clients using insecure means. I use [www.hushmail.com](http://www.hushmail.com) (<http://www.hushmail.com>) to send and receive confidential client email. It is identical to regular email except you must log on to your Hushmail patient portal before sending or receiving a message. It is used only for communication between client and therapist. If you choose to message my business email from your personal email account be aware the service is unencrypted and could be accessible to others. To maintain your privacy I will not respond to messages sent via regular email without your written consent.

When you call me please be aware that I use only a cell phone. I utilize the services of Sprucehealth.com to provide my clients with a secure phone line, secure messaging, secure voicemail and secure fax. Any voicemails or texts you send are securely stored and become a permanent part of your record.

I make every effort to keep all information confidential. Likewise, if we are working online together, I ask that you determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends. I encourage you to only communicate through a computer that you know is safe, i.e. wherein confidentiality can be ensured. Be sure to fully exit all online counseling sessions and emails. If we are unable to connect or are disconnected during a video session due to a technological breakdown, please try to reconnect within 10 minutes via landline, another cell phone or by email. If reconnection is not possible, email or call to schedule a new session time. If reconnection is not possible and I have a concern about your well being I will call emergency contacts you have listed or will request a wellness check by your local police.

#### *TELEPHONE & EMERGENCY PROCEDURES*

I do not interrupt client sessions and business appointments to answer calls. If you live in the Colorado Springs area and your needs are immediate and of a crisis nature you should do one of the following: • Call Cedar Springs Hospital at 633-4114 • Call the Pikes Peak Mental Health Crisis Center at 635-7000 • Call the National Suicide Hotline at 800-784-2433 • Visit your nearest emergency room • Call 911

If your needs can wait call me at 719-888-3215, state that your message is urgent and leave a number where you can be reached in the next few hours. I check my messages on a regular basis during the work day but on evenings or weekends you will need to use one of the above listed resources. In case of emergency or in case of worry about your safety or whereabouts even after you have terminated your therapy you authorize Patricia Lee to contact those individuals listed as emergency contacts on your registration paperwork.

#### *DUAL RELATIONSHIPS*

Dual relationships are not appropriate between a therapist and a client but they are not always avoidable or unethical. For example, it is not appropriate for a therapist to develop a social relationship with a client outside the therapy realm but in rural areas and small towns professionals and clients may likely be involved in the same church or school or even be neighbors. This applies to social networking relationships as well. Social interactions that might impair my objectivity, clinical judgment, or therapeutic effectiveness or that could be exploitative in nature are not appropriate.

You should know that in a professional relationship, sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs, it should be reported to the State Grievance Board.

## *FEES*

In recent years, the confidentiality of psychotherapy has been undermined by medical insurance companies that require therapists to submit information about their patients. People who use medical insurance or disability insurance to pay for psychotherapy waive some of their rights to confidentiality. I am not a provider on any private insurance plans though ***I am a provider for Tricare and TriWest to serve military families and Sondermind.*** When you use your insurance, a psychiatric diagnosis must be assigned and transmitted to your insurance company, detailed clinical information often must be provided by your therapist, and in the case of "in-network-benefits", total access to patient files often must be provided to insurance company employees. Further, insurance companies often attempt to influence the methods or course of treatment so as to save money. That means treatment decisions are taken away from you and your therapist, the two people in the best position to make such decisions. Finally, psychiatric diagnoses may affect your ability to obtain future health or life insurance.

There is no way to ensure that confidential information will be treated as private once it is transmitted to an insurance company. For example, employers sometimes can obtain personal information from insurance records. In order to protect your confidentiality I encourage you to pay out-of-pocket for your psychotherapy. Payment for therapy is often an eligible expense for a flexible spending or health savings account. If you choose to seek reimbursement from your insurance I can provide you with a simple billing statement that you may submit for "out-of-network" insurance reimbursement and/or tax purposes. ***I will accept Tricare, TriWest and Sondermind payment for covered individuals.***

### ***Telemental health fees are as follows:***

50 minute session via video or phone \$140

30 minute session via video or phone \$75

Telephone time or time spent on written correspondence or a report requested by you or professionals working with you is billed by the minute based on a fee of \$25 for the first 10 minutes and \$2.50 for each additional minute.

Time spent with attorneys, court time or any written correspondence or tasks related to legal matters will be billed at \$250 per hour. Counseling arranged for you by an attorney on a lien basis will be billed at \$250 per session.

While psychotherapy may vastly improve the quality of your life, it is also an expensive process. The duration of therapy is affected by the nature of your concerns and what your goals are. It is very important that you feel you are benefiting from treatment. If at any time you feel you are not getting what you want or need out of therapy, I urge you to discuss this with me so that we can find a solution for your concerns. If I believe at any time during therapy that I am not effective in helping you achieve your therapeutic goals I am required to discuss this with you as well as possibly terminate my treatment and provide you with the names of professionals who may be of help.

## *PAYMENT*

Payment for all private pay telemental health services is due at time of service payable by credit card. Clients using Tricare are responsible for copayment at time of service if a copay or cost share is applicable.

## *CANCELLATION POLICY*

My fees are based on the time I commit to work with you in session. ***Any scheduled session not cancelled 24 hours in advance will be charged at the full established fee.*** If you are ill or have a personal emergency exceptions are made on a case by case basis. Simply call or text prior to the appointment to let me know you cannot attend and you may reschedule. ***Two or more missed appointments results in either pausing or terminating your counseling until your situation allows for regular attendance.***

## *PHONE SESSIONS AND ONLINE THERAPY*

Phone and videoconferencing are proven and effective methods of delivering counseling services for many mental health conditions and an increasing number of insurance companies are agreeing to pay for online counseling or telemental health services. Rapidly evolving technology allows for more natural face to face virtual interactions and while some visual or audio cues may be missed in a video session the advantages far outweigh the disadvantages. You will be assessed to determine whether telemental health is appropriate for you. If you are suicidal or homicidal phone online therapy is not appropriate and you agree to contact a crisis hotline, call 911 or go to a nearby hospital or emergency room. A list of crisis hotlines can be accessed on my website.

## *AGREEMENT*

1. You are ultimately responsible for all charges including those denied by your insurance provider should you choose to submit claims.
2. You have been fully informed of what to do and who to call in case of an emergency and have access to the list of emergency resources in your area. Patricia Lee has discussed emergency procedures with you and answered all questions to your satisfaction.
3. You understand the benefits and risks of engaging in therapy.
4. You understand the nature and risks of online counseling.
5. You have been informed of the social media policy.
6. You authorize that in the event of my death or grave disability, one or more of my selected colleagues may review confidential information I have collected about you or your child in order to advise you of options for the continuity of treatment.
7. You have been informed of Patricia Lee's degrees, credentials and licenses.
8. You have read the Informed Consent document and understand your rights as a client.

9. You are of sound mind and not under the influence of any substance which may either compromise your understanding of this document or lead you to agree to this document when you might not agree ordinarily.

Your signature below indicates that you have reviewed and agreed to the above statements and reviewed the information available on my website.