

# Office Policies

## **CONFIDENTIALITY**

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Vernon Lee. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege still apply between the couple or among family members. Dr. Vernon Lee will use his clinical judgment when revealing any such information. Dr. Vernon Lee will not release records to any outside party unless he is authorized to do so by all adult family members who were part of the treatment.

Health Insurance & confidentiality of records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Dr. Vernon Lee, only the minimum necessary information will be communicated to the carrier. Dr. Vernon Lee has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is entered into big insurance companies' computers and soon will also be reported to, congress approved, National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been reported to be sold, stolen or accessed by enforcement agencies, which put you in a vulnerable position.

Confidentiality of E-Mail communication: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that server have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify Dr. Lee if you decide to avoid or limit in any way the use of any or all of

the above mentioned communication devices. Please do not use e-mail or Faxes for emergencies.

Consultation: Dr. Lee consults regularly with other professionals regarding his/her clients; however, client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

Emergencies: If there is an emergency during our work together, or in the future after termination where Dr. Vernon Lee becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may also contact the person whose name you have provided on the biographical sheet. If you are unable to reach Dr. Lee during an emergency, you should go to the nearest emergency room or dial 911. You may also wish to contact the Mobile Crisis team at (415)-206-8125 and/or Psychiatric Emergency Services at (415) 206-8125. The San Francisco Suicide Prevention/Crisis Line phone line can be reached at (415) 781-0500.

#### ***TELEPHONE & EMERGENCY PROCEDURES***

If you need to contact Dr. Lee between sessions, please leave a message on the answering service (415) 771-1967 and your call will be returned as soon as possible. Dr. Lee checks his messages a few times a day, unless he is out of town. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call SF. General at 415-206-8111, the Police (911), the 24-hour Psych. Emergency 415-206-8125, or the Suicide Hotline: 415-781-0500

#### ***PAYMENTS & INSURANCE REIMBURSEMENT***

Clients are expected to pay the standard fee at the end of each session, unless other arrangements have been made. The therapy session is 45 minutes in duration. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify Dr. Lee if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and/or the insurance company. Unless agreed upon differently, upon request, Dr. Lee will provide you with a copy of your receipt on a session-by-session basis. As was indicated in the section Health Insurance & confidentiality of records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

### ***MEDIATION & ARBITRATION***

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Lee and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Francisco County, Dr. Lee in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Lee can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

### ***CANCELLATION***

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.