

Heidi Lack, PhD, ATR-BC

16 CLARKE ST. #23 LEXINGTON, MA 02421 781-863-8696. HL@DrHeidiLack.com

OFFICE POLICIES & GENERAL INFORMATION

AGREEMENT FOR PSYCHOLOGICAL, COUNSELING, COACHING & CONSULTATION SERVICES *Exceptionally Wired*

Welcome to my practice. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent a financial agreement between us, and function as consent to receive services.

Office Policies, Consent, Information about Confidentiality, MA HIPAA laws, and Authorization to Communicate, and Cancellation Policies are information and forms available on this website. Potential clients are required to review and sign off on having read these forms prior to engaging in our work together.

TELEHEALTH CONSULTATION: TeleHealth provision of care involves the use of audio, video or other electronic communications to interact with you. TeleHealth appointments with Dr. Heidi Lack are conducted by videoconferencing using Zoom's enhanced HIPPA compliant platform or by telephone conference. There are potential risks to this technology including interruptions, technical difficulties or possible unauthorized access. While there is increased convenience or access, it is still unclear if this form of intervention is any less or more effective than when the client/parent and provider are in the same room. Face-to-face services will resume in the near future.

THE PROCESS OF PSYCHOTHERAPY/COUNSELING/COACHING/CONSULTATION (P/C/C/C):

For individual Psychotherapy/Therapy, Counseling, or Coaching our initial meeting is either virtual, on Zoom, or in-person, usually 1-1.5 hours in length. In this first meeting you fill me in on the reason you are seeking my services, your target for collaboration, we review the history of your concern, what you have tried thus far, what is going well. We also gather more information about facets of your life to help clarify the path forward, and supplement this with filling out some forms, questionnaires, or screening tools. We then define the focus of our work together and generate intervention options. Individual

psychotherapy/counseling/coaching sessions are conducted weekly or bi-weekly in person, usually lasting between 50-60 minutes.

P/C/C/C can have benefits and risks. Since receiving services often involves discussing both positive and or unpleasant or difficult aspects of one's life, one may experience uncomfortable feelings en route to one's goals, or that are expected as healthy coping with challenging circumstances. Learning to be present and compassionate toward all facets of ourselves is an admirable aspirational goal. So too is expressing one's intensity in a healthy manner and integrating various perspectives via self-reflection. P/C/C/C has also been shown by research to have benefits such as enhanced interrelationship between one's mind, body, values, actions, behaviors, relationships and environment, and gaining a sense of clarity and direction in their lives. Many of my clients say they 'know what they need to do but can't get themselves to do it.' Clients with challenges, or in need of healing, generally learn strategies and devise actionable solutions to grow and transform in a positive direction. But there are no guarantees of what you (or your child) may experience. Working together, whether using a psychotherapy/counseling or consultation/coaching model, calls for active effort on your part. Success usually involves your willingness to work on content in and outside of the appointments.

PARENT AUTHORIZATION FOR MINOR'S MENTAL HEALTH TREATMENT, COUNSELING, COACHING OR CONSULTATION: In order to authorize services for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify us immediately. We will ask you to provide us with a copy of the most recent custody decree that established custody rights of you and the other parent, or otherwise demonstrates that you have the right to authorize treatment for your child. Dr. Heidi Lack believes it is important that all parents have the right to know, unless there are extenuating circumstances, that their child is receiving evaluation or care.

Engaging with minors, and young adults often involves parent coaching, psychoeducation or family meetings or consultation to ensure continuity and lasting support toward goals. Telehealth is not ideal for younger children or even some teens and so alternative options may be suggested.

DISCUSSION OF INTERVENTION: I offer a free 10-15 minute phone consultation to get started. E-mail me at HL@DrHeidiLack.com and provide me your phone contact information and good times to reach you.

From the intake/evaluation/consultation will emerge a collaborative understanding of the nature of the services requested, the target of our work with possible directions, methods, and objectives, a sense of 'goodness of fit'

with your practitioner (allow a window of 2-3 or so sessions), and identification of barriers, if any, to progress. If you have any unanswered questions about any of the procedures used in the course of our work, their possible risks, our expertise in employing them, or about the plan, please ask, and answers will be provided. If you or the child could benefit from any services that we do not provide, we have an ethical obligation to assist you in obtaining those services.

As a licensed psychologist in the state of Massachusetts, it is within the scope of Dr. Lack's license, training, experience, and practice to provide counseling, psychotherapy, coaching, and consultation models of service. Her style is active, collaborative, present and future oriented, yet she is trained to recognize the impact and complexities of the past, biology, neurology, social and emotional dynamics, and to provide diagnoses and treatment when appropriate.

At the present time, ethics and laws prevent Dr. Lack from practicing "psychology" beyond the borders of the state of Massachusetts. As a nationally board certified, registered "art therapist" Dr. Lack is authorized to provide clinical art therapy within and beyond the state of Massachusetts. Thus, services rendered to clients outside the state of Massachusetts must fall within the rubric of coaching, parent support, art therapy, education, training, supervision or consultation, for which most insurance companies do not reimburse, and are offered via her coaching/education/consultation organization "*Exceptionally Wired*".

<https://www.goodtherapy.org/blog/Psychotherapy-vs-Coaching-Legal-Distinction>

TERMINATION: If at any point during receipt of services you are dissatisfied with the progress toward agreed upon goals, we are mutually responsible to discuss it, and may, if appropriate, revise or terminate services. If referral is the desired outcome, we will make every attempt to provide you at least one referral that may be of help to you or your child. If you request it and authorize it in writing, we will talk to the provider of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another practitioner, we will assist you in finding someone qualified. You have the right to terminate services at any time. If you choose to do so, we will offer to provide you with names of other qualified professionals whose services you might prefer.

Financial Information

PROFESSIONAL FEES: Fees depend on the type of sessions and services provided. Please call for information specific to your needs. Following our initial contact in which we determine professional services requested and to be delivered, a

“Good Faith Estimate” and fee structure will be provided. [See No Surprises Act-Good Faith Estimate form](#)

Good Faith Estimate

In compliance with the No Surprises Act that went into effect January 1, 2022, all healthcare providers are required to notify clients of their Federal rights and protections against “surprise billing.”

This Act, designed to protect consumers from medical facilities subcontracting services out, blanketly includes licensed “Health Service Providers” in the law which requires that we notify you of your federally protected rights to receive a notification when services are rendered by an out-of-network provider, if a client is uninsured, or if a client elects not to use their insurance. As a provider who is not a contractor with insurance companies, I agree to clearly inform you of my billing practices.

Additionally, we are required by that law to provide you with a [Good Faith Estimate](#) of the cost of services prior to having ever met or spoken with you—which is unrealistic for the services I provide. It is difficult to determine the exact length of services for psychotherapy, counseling, coaching, or consultation, considered “mental health care”, and each client has a right to decide how long they would like to participate in receiving “mental health services”. Therefore, we will readily provide you an intake fee quote, and once having determined the services to be provided, we will provide an up to date fee schedule for the services typically offered as a psychologist, counselor, coach or consultant, and we will collaborate with you on a regular basis to determine the trajectory of care.

It is a Federal requirement that we have each client sign [this](#) form to begin/resume treatment. Please sign, date, and return it before your next appointment. If you have any questions, please don't hesitate to ask.

Fees are calculated based on a 50” hour, in quarter hour increments, and vary with service provides, and degree of collateral coordination expected to be necessary. Prior to beginning services, you will have a conversation about fees with Dr. Heidi Lack, and signing this agreement affirms your acceptance of the fees identified, which is subject to annual cost of living increases, and your taking full responsibility for payment in a timely manner, regardless of insurance reimbursement to you directly. In addition to face-to-face or telehealth consultation/therapy/coaching services, we charge for other services you may need or request including telephone conversations lasting longer than 10 minutes, lengthy e-mail communications, letters, attendance at meetings you

have authorized, preparation of treatment summaries, and other requested services. [The Good Faith Estimate](#) will include a comprehensive fee schedule.

BILLING AND PAYMENTS: At the time you book a first appointment, you will be asked to provide a cell phone number through which you may pay for services through Ivy Pay, a HIPAA Approved credit card processing company, through which you will be billed and pay directly for services after each service delivery. Alternatively, if you are seen in person you may pay by check, or cash at the office at 16 Clarke. St. #23, Lexington, MA, 02421.

Dr. Heidi Lack has the right to postpone additional services if a prior account balance has not been paid, if the credit card on file cannot be authorized, or if prior payment arrangements have not been made. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. In most situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due but this is not guaranteed.

Once services are rendered and paid for, there are no refunds, regardless of insurance company reimbursement decisions in the future. **It is your responsibility to verify the specifics of your insurance coverage if relevant, and it is your responsibility to pay for services rendered by this practice.**

CANCELLATION POLICY: Given that a booked appointment is a time reserved for you, we require **48 business hours-notice** if you need to change, cancel, or postpone a previously scheduled appointment without incurring the full charge for the appointment. Please note that most insurance companies do not reimburse for missed sessions.

INSURANCE REIMBURSEMENT: Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance company. Upon request, Dr. Heidi Lack can provide Superbills, which may be used by psychotherapy, counseling and consultation clients to submit to their insurance company for possible reimbursement, if desired. Insurance companies do not reimburse for coaching, teaching, public speaking, or supervision, or missed appointments and not all mental health related services/diagnoses or conditions are reimbursed by insurance companies (For example, Sensory Processing Disorder, Misophonia, or being Gifted are not diagnosable, billable 'conditions' at this time.)

There are pros and cons to insurance reimbursement. You should be aware that most insurance companies require Dr. Heidi Lack to provide them with a clinical

diagnosis. On rare occasions additional clinical information such as a summary or phone consultation is needed and will be provided according to the fee schedule. Increasingly however, insurance companies are requesting the full record in order to reimburse clientele for out of network services paid directly to the practitioner, thereby effectively encouraging policy holders to self-pay for services rather than risk their private information be released, and housed in national databases, with possible future negative repercussions. Please note that Dr. Heidi Lack is not contracted with, a provider for, or empaneled on any insurance companies, and so does not communicate with, or receive payment directly from them. It is this office's policy to keep documentation and content of sessions private and confidential, thus we do not, within confines of the law, release "full records" or "charts" to insurance companies.

Superbills provided to clients will document provider license and EIN number, address, contact information to authenticate credentials of the provider. They will include client identifiers used in this practice, dates, duration, location of service, CPT codes (for session type and length), ICD (diagnostic) coding which often satisfies insurance company needs to authenticate and document services for reimbursement purposes. Please note: these are HIPAA protected information. By submitting this receipt to your insurance company for reimbursement you are ostensibly releasing from your and this practice's protection, your HIPAA protected private information.

Any information in charts or bills, when shared with insurance companies, becomes part of the insurance company files, stored in perpetuity on a computer or in the cloud. Though insurance companies claim to keep such information confidential, certain diagnoses can have financial implications down the line when applying for disability, life, or other forms of insurance. Dr. Heidi Lack has no control over what insurance companies do with this confidential information once it is in their hands, and for this reason it is the policy of this practice not to share any client's full file/chart.

While most clients in Massachusetts receive a large percentage of this office's fees back from insurance, **call your insurance carrier** to determine the reimbursement rate for out-of-network licensed psychologist services specific to your plan or circumstances.

CONTACTING US: When Dr. Heidi Lack is in the office, she is usually seeing clients, so may not be immediately available by telephone. When unavailable, our telephone is answered by voicemail. We will make every effort to return your call within a few days, with the exception of weekends, holidays and vacations. If you are unable to reach us and feel you cannot wait for a returned call, contact your family physician or the nearest emergency room and ask for the psychologist on call. If Dr. Heidi Lack will be unavailable for an extended time,

we will provide you with the name of a colleague to contact, if necessary. Communication pertaining to last minute issues related to imminent appointments are best communicated via e-mail at HL@DrHeidiLack.com.

MINORS: If you are under 18 years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is our policy to request an agreement from your parents that they agree to give up access to your records. If they agree, we will provide them only with general information about our work together, unless we feel there is high risk that you will seriously harm yourself or someone else. In this case, we will notify them of our concern.

RESEARCH/EDUCATION: Dr. Heidi Lack may contribute to the scientific community by integrating research and education into her practice. We would like your permission to use your or your child's data anonymously for research or educational purposes. All identifying information (e.g., names, birthdays, background information, etc.) will be removed. In addition, data will be aggregated so the individual client's data will not be identifiable. There are no foreseeable risks or discomforts to the client for taking part in any study, and any data used will be handled in a highly confidential manner. Only Dr. Heidi Lack or staff who de-identify the files will know that you have decided to provide permission for the data to be used. Outside researchers will never have access to you or your child's identity. Any reports or publications based on this research will use only group data and will not identify you or your child or any individual as being part of this project. Page 4

The decision to participate in this research is up to you. We will be happy to answer any questions you have about our ongoing studies. If you have further questions about this project or have a research-related problem, you may contact Dr. Heidi Lack.

(Initialize) I give consent for Dr. Heidi Lack to use my/my child's information for research and/or educational purposes.

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 or your child's mental status at issue in litigation initiated by you, the defendant may have the right to obtain mental health treatment records and/or our testimony. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. We will use our clinical judgment when revealing such information. We will not release records to any outside party unless we are authorized to do so by all adult family members who were part of the treatment.

CONFIDENTIALITY OF EMAIL, CELL PHONE, FAX, ZOOM and CREDIT CARD

COMMUNICATION: It is very important to be aware that e-mail, texts and cell phone (also cordless phones) communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. The form of videoconferencing and Credit Card processing utilized in this practice for TeleHealth is for professional paid use, encrypted, and HIPAA compliant, however, no practice can guarantee there will never be breaches to the databases of these companies. While Dr. Lack has made a good faith effort to ensure confidentiality of all technical aspects of this practice, neither the practice, *Exceptionally Wired*, nor Dr. Heidi Lack may be held responsible or liable for any repercussions arising from third party violations of confidentiality, anonymity, or breaches of private information. Please notify us at the beginning of services if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication or processing systems. Please do not use e-mail or faxes in emergency situations. Head to your local emergency room, or call 911.

OUTSIDE CONSULTATION: On occasion Dr. Heidi Lack will seek professional consultation in order to provide the highest and most effective level of care, psychotherapy, consultation, coaching and counselling. I give Dr. Heidi Lack permission to consult about my/my child's needs when they feel it will be helpful to me/my child's treatment goals.

E-NEWSLETTER: I agree to receive email communications from Dr. Heidi Lack, including the monthly e-newsletter, and other updates on groups, workshops or event information.

_____ Initial here if you would like to opt out, and NOT receive the e-newsletter. You may still unsubscribe at any time.

EMERGENCIES: If you are in a medical or mental health crisis, please contact your local emergency room or call the local emergency number, in MA, 911. If there is an emergency during our work together, or in the future after termination, where we become concerned about you or your child's personal safety, the possibility of you or your child injuring someone else, or about you or your child receiving proper psychiatric care, we will do whatever we can within the limits of the law, to prevent you or your child from injuring yourself or others, and to ensure that you or your child receive the proper medical care. This may include contacting an identified emergency contact or mandated reporter in your state. Medical assistance in death-MAID, or Dying with Dignity conversations about medical or mental health choices are not considered emergencies, or breaches of personal safety, for purposes of mandated reporting.

LITIGATION LIMITATION: Due to the nature of the therapeutic or evaluation 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's) nor your attorney's, nor anyone else acting on your behalf will call on us to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy/counseling/coaching/consultation records be requested. If you become involved in a legal proceeding that requires our participation, however, you will be expected to pay for our professional time, even if we are called to testify by another party. Due to the particularly demanding requirements of the legal system, we charge \$500 per hour for these services, regardless of which "side" of a legal conflict calls on us to participate.

I have read the above Agreement and Office Policies, General Information and Financial Information carefully; I understand them and agree to comply with them. I understand that regardless of my choice to use or submit to my insurance, I, and not my insurance company is responsible for full payment for services.

- I am entering a contract for Clinical services from Heidi Lack PhD, ATR-BC**
- I am entering a contract for Consultation services from *Exceptionally Wired***

Client Name (Print) Signature Date

For Clients Under the Age of 18:

Parent Name (Print) Signature Date

For Clients Under the Age of 18:
Parent Name (Print) Signature Date

HL Office Policy Agreement v. 01, 2023