

MindSight Behavioral Health, LLC

Lincoln, NE 68516

402-613-8375

PRACTICE POLICIES

Office Hours and Emergency Services

MindSight Behavioral Health, LLC is open Monday-Friday and Sundays

Monday: 8am-5pm

Tuesday: 8am-5pm

Wednesday: 8am-5pm

Thursday: 8am-5pm

Friday: 8am-5pm

Sunday: 8am-5pm

MindSight Behavioral Health, LLC does not offer after-hour services or on-call crisis

response. In case of an emergency, please call 911 or go to the nearest emergency room for further evaluation.

APPOINTMENTS AND SCHEDULING

The recommended length of treatment and frequency of sessions varies for each individual patient and their unique set of circumstances. Please arrive on time. If you are more than 15 minutes late, your provider may not be able to meet with you and you will be asked to reschedule. You will be charged a late cancellation fee to be determined by number of occurrences. If you arrive late to session and it is held, you may lose some of your session time.

CANCELLED, LATE AND MISSED APPOINTMENTS

Missed appointments without proper notification of at least 24 hours, results in time being blocked from other patients. Insurance companies do not reimburse for missed

appointments; therefore, charges incurred for missed appointments are the responsibility of the patient.

1. Patients will be charged a late cancellation fee of \$25.00 if the appointment is cancelled less than 24 hours of scheduled appointment or the patient does not present to session (1st occurrence).

2. Patient will be charged a fee of \$100.00 if a second missed appointment occurs due to a same day cancellation (less than 24-hour notice) or the patient does not present to session.

3. Patient will be charged a fee of \$150.00 if a third appointment is missed due to a same day cancellation (less than 24-hour notice) or the patient does not present to session. A conversation will be had between patient and provider to evaluate interest and motivation to continue with ongoing therapy services. Additional same day cancellations or no shows may result in the patient being discharged from care.

4. Any additional missed appointments due to late cancellation or no shows will be charged a fee of \$150.00 (4+ occurrences).

5. Medicaid patients will not be charged. However, provider reserves the right to terminate services if three no shows or same day cancellations occur. Provider will work with the patient to secure services elsewhere.

6. Missed appointments must be paid before future appointments can be held.

TELEPHONE ACCESSIBILITY If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. If a true emergency situation arises, please call 911 or any local emergency room.

SOCIAL MEDIA AND TELECOMMUNICATION Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily

expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

MEDICAL RECORDS, FORMS AND LETTERS

There is a minimum of \$20.00 for medical records and an additional .20 cents per page for records exceeding 100 pages. All fees are collected prior to records being collected please note, there are no fees for faxing records from provider to provider. A two-week duration is expected to gather appropriate records. There is a \$10.00 fee for the completion of forms or letters. Additional charges may be applied depending on the nature and complexity of the form and/or letter. The minimum fee will be collected prior to the provider initiating work on the requested forms. Please allow 7-10 business days to complete all forms or letters. A signed Authorization to Release Form may be required to process your request.

TERMINATION Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Possible causes for termination include but are not limited to:

1. Failure to keep appointments, frequent no shows.
2. Non-compliance or failure to follow treatment recommendations.
3. Abusive to staff.
4. Disrespectful or destructive behavior of patient.
5. Failure to pay your bill.
6. 90 days consecutively with no outreach or response from patient despite provider's

attempts of outreach.

Confidentiality of Substance Use Disorder (SUD) Records

In addition to protections under the Health Insurance Portability and Accountability Act (HIPAA), certain records relating to Substance Use Disorder (SUD) diagnosis, treatment, or referral for treatment are protected by a federal law known as 42 CFR Part 2. This law provides additional privacy protections beyond HIPAA for individuals receiving SUD services.

If we create or receive records that are subject to 42 CFR Part 2, those records are afforded special confidentiality protections.

How We May Use and Disclose SUD Records

We may use or disclose SUD records with your written consent for purposes of treatment, payment, and health care operations, consistent with applicable federal law.

Under certain limited circumstances, we may disclose SUD records without your written consent, including as permitted by law, such as:

- Medical emergencies
- Public health reporting as required by law
- Reporting suspected child abuse or neglect
- Certain oversight or audit activities
- Pursuant to a court order that meets federal requirements

Except as permitted by law, we will not use or disclose your SUD records without your written authorization.

Restrictions on Use in Legal Proceedings

SUD records protected under 42 CFR Part 2 may not be used in civil, criminal, administrative, or legislative proceedings against you without your specific written consent or a qualifying court order that complies with federal law.

Redisclosure of Information

When SUD information is disclosed pursuant to your written consent for treatment, payment, or health care operations, the recipient may further use or disclose that information in accordance with HIPAA and other applicable laws. As a result, the information may no longer be protected by 42 CFR Part 2 once redisclosed by the recipient in accordance with HIPAA.

Your Rights Regarding SUD Records

If your records are subject to 42 CFR Part 2, you have the right to:

- Request restrictions on certain uses and disclosures
- Request an accounting of disclosures, as required by law
- Inspect and request a copy of your records, as permitted by law
- Request amendments to your records

We will honor these rights in accordance with applicable federal and state law.

Breach Notification

Any breach of unsecured SUD records will be handled in accordance with HIPAA breach notification requirements. You will be notified if your unsecured protected health information is compromised, as required by law.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with our practice. You may also file a complaint with the Office for Civil Rights at the U.S. Department of Health and Human Services. Filing a complaint will not result in retaliation against you.

You can contact the U.S. Department of Health and Human Services for more information about your rights.

2/2026