



## CLIENT CONTRACT

Welcome to McMillan Behavioral Health and Addiction Services (MBHAS). When people start counseling they usually have a lot on their minds and do not always remember details about office arrangements. Therefore, we are providing our policies in writing. Please take the time to read these thoroughly before your first appointment. If you have any questions, please bring them to the attention of Mark McMillan. This document contains important information. Once signed, it constitutes a binding agreement between us.

1. **Fees:** Fees may vary depending on a number of factors (i.e., whether individual, couples or group sessions, length of sessions, etc.) Mark McMillan will review with you the details specific to your situation.
2. **Cancelled & Missed Appointments:** An appointment is a reserved time slot held just for you. If you must cancel, 48 hours advance notice is required to avoid any financial obligation for that time slot. Failure to provide notice 48 hours in advance constitutes a missed appointment and will result in you being billed the full fee of your scheduled session. However, if our schedules allow for another appointment in the same week, you will not be responsible for payment for that missed appointment. Insurance reimbursement does not cover missed appointments. Payment in full for the missed appointment is expected at the next session with your therapist.
3. **Payment:** We deeply value our relationship with you and honoring the payment commitment & process allows us to focus on your counseling and not on billing. To best serve you, the following payment process applies:
  - a. Payment for professional services is expected at the time of each session.
  - b. A credit/debit card is required to be on file to secure payment for services. For your protection and peace of mind, your credit card information will be secured in our encrypted system.
  - c. Co-payment, Co-insurance, Deductible, and Self-Pay Patient Fees can be paid by cash, check or credit card. If paying by cash or check (made payable to McMillan Behavioral Health and Addiction Services) please give that to Mark McMillan at the beginning of each session. If paying by credit card, your fee will be processed to your card following your session.
  - d. Missed Appointment fees will be automatically charged to your credit/debit card in accordance with the MBHAS Cancellation and Missed Appointment Policy.

e. MBHAS will attempt to determine your coverage, deductible and co-pay. **It is your responsibility to ensure the information is accurate.** If your insurance declines payment, it is your responsibility to pay MBHAS. Payment is expected at your next session for any amounts unpaid by your insurance company.

f. Insurance is considered a method of reimbursing the patient for the fee paid to the Therapist and is not a substitute for payment. We try to work with your insurance company as a courtesy to you.

4. **Outpatient Mental Health/Therapy and Insurance:** Many of the costs of outpatient psychotherapy are covered by health insurance. Please check with your insurance company if you are covered for this benefit. There are a growing number of insurance companies and varied types of policies within these companies. **It is very important that you know what YOUR insurance covers.** Most companies will only provide this information to you and not to the professional providing the services. Benefit information can be obtained either through your employer's personnel/human resources office or directly to you from your insurance company.

The following guidelines will be helpful for inquiring about your mental health outpatient coverage for services at McMillan Behavioral Health and Addiction Services.

- a. Ask for details about your outpatient psychiatric/mental health coverage
- b. Ask if they reimburse for outpatient psychotherapy from a clinician working independently and out of network by choice
- c. Ask if they cover the degree and licensure of the therapist you are scheduled to see
- d. Ask if your policy has a requirement regarding licensure and degree (i.e., MD, PhD, MSW, MA or does it require the clinician to be supervised by an MD or PhD)

In many instances, we are able to look up your eligibility and benefits on websites provided by the insurance companies. However, the insurance companies clearly state that the information on the website is not a contractual agreement and that the information is subject to change without notice. Therefore, while we can give you a good idea of eligibility and benefits, we cannot be held accountable for differences between what we quote to you as your eligibility and benefits (based on the website information) and what the insurance companies actually pay on your behalf. **YOU are responsible for reviewing your insurance policy statements and Explanation of Benefits.**

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions, you should call your plan and inquire. The number for this inquiry is usually noted on the back of your insurance card at the bottom.

5. **Managed Health Care Plans:** HMOs and PPOs sometimes require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short-term treatment approach, designed to resolve specific problems that are interfering with one's usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. In our experience, while quite a lot can be accomplished in short term therapy, many patients feel that more services are necessary after insurance benefits expire.

You should also be aware that insurance agreements may require you to authorize the therapist to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, we have no control over what they do with it. In some cases, they may share the information with a national medical information data bank.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for services rendered at MBHAS yourself and avoid the complexities that are described above.

6. **Termination of Therapy/Counseling:** A scheduled orderly end of therapy/counseling is very important and can have a positive effect as you move forward. It is suggested that you openly discuss with your therapist **at least three session** prior to your last session your wish to end therapy. Closure sessions help you acknowledge and summarize what you have accomplished and give you the opportunity to review any unfinished concerns you may have.
7. **Notice of Privacy Practices (HIPAA):** By signing this document you acknowledge that you have received and read the HIPAA notice and how your records may be used and disclosed. You may revisit the notice on our website: [www.Mark-McMillan.com](http://www.Mark-McMillan.com).
8. **Confidentiality and Legal Proceedings:** In general, the confidentiality of all communications between a patient and a therapist is protected by law, and your therapist can only release information about your treatment to others with the written permission of the patient or his/her guardian. However, there are exceptions.

We provide therapy and counseling to our clients relative to their personal needs. We do not provide evaluations for outside agencies nor do we treat anything relevant to a divorce or custody proceeding and will not testify or submit materials to aid in such proceedings. We also do not evaluate or treat anything specific to civil or criminal proceedings nor will we be available to testify or submit materials to aid in these types of proceedings. If such proceedings do come about, you will need to obtain additional treatment and/or evaluations from another licensed clinician (i.e., counselor, social worker, psychologist, and psychiatrist) that is trained in courtroom procedures.

If we are court ordered to testify or offer evidence in any manner in any forum (including but not limited to writing letters to court, probation officers, etc.) then you will be charged the established rate set between you and your therapist at MBHAS. Arrangement for payments of these fees must be finalized prior to any appearance by the Therapist.

There are some situations in which your therapist is legally required to act in order to protect others from harm, even though that may require revealing some information about a patient's treatment. If your therapist believes a minor, an elderly person, or a disabled person is being abused, s/he must file a report with the appropriate state agency. If your therapist believes that a patient is threatening serious bodily harm to another, s/he required to take protective actions, which may include notifying the

potential victim, notifying the police, or seeking appropriate hospitalization. If a patient threatens to harm him/herself, the therapist may be required to seek hospitalization of the patient, or to contact family members or others who can help provide protection. Should such a situation occur, your therapist will make every effort to fully discuss it with you before taking any action.

Your therapist may occasionally find it helpful to consult about a case with other professionals. In these consultations, s/he will make every effort to avoid revealing the identity of any patient. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, s/he will not tell you about these consultations unless s/he feels that it is important to your work together.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important to discuss any questions or concerns which you may have as soon as possible. As you might suspect, the laws governing these issues are quite complex.

It is important for you to understand that we cannot guarantee confidentiality of communication by email and text. While our electronic online files are encrypted, our emails and texts are not. We certainly do our best to keep any type of communication with you private and confidential, also such communication should ONLY be in regards to scheduling and not include Protected Health Information (PHI) as describe by HIPAA. However, while you are welcome to make use of these communication tools, you do so at your own risk.

By signing this agreement, you acknowledge that you have read this document and understand and agree to all the policies and procedures of McMillan Behavioral Health and Addiction Service.

Print Client Name:

Client Signature:

Date

Therapists Signature:

Date

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