David W. McMillan, Ph.D.

2809 Wimbledon Rd.

Nashville, TN 37215

615-327-2183

**INITIAL INTAKE FORM FOR COUPLES** DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Last

:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Last

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone number to call or leave message: ( ) \_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( ) \_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address for Telehealth session(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional address if noted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birth Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_ Birth Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_

SS# \_\_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_ SS# \_\_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_\_\_

Marital Status: Single\_\_\_\_\_\_ Married\_\_\_\_\_\_\_ Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Whom may we contact in case of an emergency? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medications:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Medications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Who referred you?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Physician: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Physician: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Venmo Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Venmo Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Professional and Legal Standards:**

Please review my website drdavidmcmillan.com for information about my practice and my professional background. Vitae is on my Website.

**Professional Services:**

I propose to meet jointly and sometimes individually with both of you (and possibly other family members, as appropriate) to provide counseling/treatment designed to achieve your personal goals.

* I prefer to have the first session with both parties.
* My “legal client” is the couple or family, and NOT one of the individuals.
* Should I meet with one party individually, I will often meet individually with the other party to maintain parity (see the confidentiality section below).

**Goals and Objectives:**

My goal is to improve the individual’s, the couples, and/or for the family’s quality-of-life.

**Fees and Payments:**

My fee is $225.00 for individual and $225.00 for family/couples per a 50-minute appointment. Special fee structures for certain specified tasks such as psychological testing, consulting, or court-ordered appearances will be discussed with you and agreed upon before any actions are taken.

While Tennessee law permits minors sixteen years and older to consent to mental health care without parental consent, I expect minors to obtain permission from their parents and their parents to be responsible for payment.

I do not take insurance, nor do I participate in “manage care,” HMOs, PPOs, or other health care insurance programs

Payment is due at the time services are delivered.

**Financial Accountability:**

Normally clients consult me weekly or bi-weekly at a charge of $225 per 50-minute sessions for general clients and $275 per 50-minute sessions for clients in/or considering litigation with attorneys for less than six months.

These charges do not include material review or time spent speaking by phone or in time spent in communication with attorneys. If after six months, you are continuing consultation then, together, we assume that the same hourly charges apply.

The consumer protection act requires that you be informed of the cost of treatment upon termination.

Obviously, I cannot predict at the outset of treatment what that cost will be. The above information is intended to help you be informed about the approximate cost of treatment.

This information is less relevant because clients are expected to pay at the time of service.

**Appointments:**

My secretary typically schedules my appointments for my patients but sometimes she is not available and I will schedule the appointments for myself.

Since patients are seen by appointment only (*unless an emergency situation dictates otherwise*), the appointment time given is reserved for you. Please give at least forty-eight (48) hours’ notice if you must cancel your reserved time. In the absence of such circumstances, you will be charged your usual fee for appointments not cancelled twenty-four hours prior to the time.

**Emergencies and Telephone Calls:**

While you will be seen at a reserved time, which fits your schedule demands and my availability, there may arise occasions where you need to talk to me between appointments. Should you need to talk to me between appointments and you call during normal office hours, I will return your call as promptly as I can. However, I am often unavailable for emergencies. If you are in a crisis and you require an immediate response or a response before I can get back to you, call 911 or call the Crisis Center at 615-244-7444 or go to the nearest emergency room. If this is not an emergency you can reach me at either 615-327-2183 office (preferably) or 615-347-0243 my cell. I understand that there are limitations to telecommunications therapy, e.g., interruption of service, the potential risk for compromised confidentiality, an understanding of proposed alternative ways of reconnecting.

**Use of Text or Emails with Dr. McMillan:**

Emails and texts are not confidential and the therapeutic relationship should be a confidential one in which your privacy is not violated. Consequently, Dr. McMillan will use texts and emails primarily for administrative processes.

If you need private records from him or to communicated with Dr. McMillan privately, you will need to call and make an appointment to speak with him in person or by phone.

**Qualifications to Psychotherapy Treatment with Dr. McMillan:**

Hans Strupp, a well-respected psychotherapy researcher, declared years ago that psychotherapy is not benign. It can be dangerous. Personal change is the reason people seek psychotherapy. When therapy works and clients’ personalities are transformed, family members and friends may not like the outcome. Clients may not like knowing what they learn about themselves in psychotherapy. Uncomfortable internal psychic tensions may be exposed.

Also, therapists tend to use strong primitive language as they reflect their client’s feelings in graphic metaphors. Such X-rated language can facilitate a deeper self-understanding at basic human levels. (See the television series Shrinking).

So be prepared to expect that Dr. McMillan’s language may feel, at times, direct and provocative. Some clients enjoy and appreciate Dr. McMillan’s off the cuff transparent style. Others not so much. If this candid, direct form of communication is uncomfortable for you, you might consider consulting a different therapist.

**Confidentiality: (Privacy and trust are essential for successful treatment.)**

The Tennessee Code Annotated (TCA 63-11-213) provides that “…the confidential relations and communications between licensed psychologist…and client are placed upon the same basis as those provided by law between attorney and client…”

The legal client(s) controls the release of confidential information.

Authorization the release of confidential information obtained in joint sessions must be approved by both parties and documented in writing.

Should an adult member be seen individually, the information disclosed in that context is controlled by the individual.

Records regarding minors are available to both parents.

All Protected Health Information (PHI) (e.g., the entire administrative and clinical records) is confidential and privileged and is protected by TN Laws and the Federal Government’s HIPPA laws.

PHI includes (but is not limited to) administrative information (appointments, fee accounting, etc.) and documents provided to the Consultant. Clinical information obtained and/or generated by the Therapist-consultant during this engagement, including treatment plans, progress and case notes, test results, diagnostic records, etc.

All interactions which take place with a psychologist are considered confidential and cannot be disclosed without legal authorization. This information includes data obtained by telephone, via Zoom or other technologies, and face-to-face interactions with the psychologist, including scheduling or appointment notes, all session content records, and any progress notes taken during your sessions. I will not even verify that you are a client. No information can be released without your joint authorization. You may choose to give me permission in writing to release any or specific information about you to any person or agency that you designate.

**Limits of Confidentially:**

Yours confidentially is NOT absolute.

TN laws require a psychologist to release confidential information, under certain conditions:

If a psychologist learns or has reason to believe there is physical or sexual abuse or neglect of any person under 18 years of age, he/she must report this information to county child protection services.

If a psychologist learns of or believes an elderly person or disabled person is being abused or neglected, the psychologist must file a report with the appropriate state agency.

TN also has laws that require the psychologist to protect others, which may involve releasing confidential information.

If I learn of or believe that you are threatening serious harm to another person, I have a duty to contact the police or assist in placing you in a hospital.

If there is evidence you are a danger to yourself and I believe that you are likely to kill yourself unless protective measures are taken, I have a professional duty to protect you, which may involve releasing confidential information, by having you admitted to a hospital, by contacting family members or others who can help provide protection.

If I am consulting you as part of a family or couple, your confidence is protected by law only if you are currently married to the other adult party.

**Pending and/or Future Litigation, or other Forensic Matters:**

My objective is to be your therapist—not a judge, arborator, or evaluator, therefore:

My sole objective is to provide a safe, confidential, therapeutic contest, where there is no shadow of a doubt that the information can be (or will be) used for any other purpose than for therapy.

Furthermore,

The purpose, procedures, and professional standards for providing counseling and psychotherapy are different from conducting a differential diagnosis and/or providing forensic services.

Therefore,

I will not change my role professional duties as a therapist to perform other types of professional services without negotiating a new agreement with all the parties.

**Records:**

Telehealth sessions will not be recorded by Dr. McMillan. All persons invited to hear or participate in that session will be agreed upon by the client and Dr. McMillan and this will be reflected in the notes.

The creation and control (e.g., the storing, accessing, transferring, retention and disposal) of records in any medium are governed by Professional Standards (APA Ethical Standards #1.23; 1.24; 5.04 and 5.05) and by Tennessee state Law, including paragraphs in HRB’s Rules and Regulations (R&R #1180, etc.).

The Consultant-Therapist finds limited clinical value in generating extensive treatment records. Unless the legal client(s) request otherwise, I will limit the content of these clinical records to be consistent with minimal standards.

Records are NOT stored in databases used for research or disclosed to third parties, such as insurance carriers, etc.

The information in the couple’s and family’s files is available to the legal clients.

**Your Informed Consent to Care:**

I have provided this information to you in the hope of fully informing you about the policies of my office and some of the parameters of care you will receive here, such as the importance of confidentiality. Psychiatric and psychological care, like other things in life, offer no absolute guarantee of success and there are limitations to any form of care offered a patient. Since such limitations are always a function of the particular problem in question, I invite you to discuss your treatment plan with me. After we have met to discuss your concerns, I will construct an individualized treatment plan and share it with you so that you and I have our plan for what problems we are going to solve and how.

Please feel free to discuss any of these matters with me in more detail. By signing below, you acknowledge having read, understood, and agreeing to these policies and procedures. Your signature acknowledges your informed consent for care.

**Quality Assurance:**

I aspire to provide the highest quality of professional services. To this end, I routinely consult with trusted colleagues. In these cases, no personally identifiable information is used. This process is consistent with the best professional practices, which are consistent with state and federal laws.

The professionals with whom I may discuss cases are legally bound to keep the information confidential. (I will be glad to identify the professional individuals I routinely consult with.)

By my signature below, I affirm I understand and agree with the conditions of this professional services agreement.

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Signature Age Date

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Signature Age Date

**PATIENT NOTIFICATION OF PRIVACY RIGHTS**

The Health Insurance Portability and Accountability Act (HIPAA) has created new

patient protections surrounding the use of protected health information. Commonly referred to as the “medical records privacy law”, HIPAA provides patient protections related to the electronic transmission of data (“the transaction rules”), the keeping and use of patient records (“privacy rules”), and storage and access to health care records (“the security rules”). HIPAA applies to all health care providers, including mental health care, and providers and health care agencies throughout the country are now required to provide patients a notification of their privacy rights as it relates to their health care records. You may have already received similar notices such as this one from your other health care providers.

As you might expect, the HIPAA law and regulations are extremely detailed and difficult to grasp if you don’t have formal legal training. My Patient Notification of Privacy Rights is my attempt to inform you of your rights in a simple yet comprehensive fashion. Please read this document as it is important you know what patient protections HIPAA affords all of us. In mental health care, confidentiality and privacy are central to the success of the therapeutic relationship and as such, you will find I will do all I can do protect the privacy of your mental health records. In the event that my role changes so that I have a forensic psychology role that involves the legal system or the courts, the privacy rights contained in this contract no longer pertains. If you have any questions about any of the matters discussed in this document, please do not hesitate to ask me for further clarification.

By law, as a licensed clinical psychologist, I am required to secure your signature indicating you have received this Patient Notification of Privacy Rights Document. Thank you for your thoughtful consideration of these matters.

David W. McMillan, Ph.D.

Licensed Clinical Psychologist (#P0000000523)

I (we), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand and have been provided a copy of Dr. McMillan’s Patient Notification of Privacy Rights Document which provides a detailed description of the potential uses and disclosures of my protected health information, as well as my rights on these matters. I am consulting with Dr. McMillan because I want his clear unvarnished frank opinions and I hope he can provide helpful guidance. I understand I have the right to review this document before signing this acknowledgment form.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Patient Signature Date

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Patient Signature Date