

Michelle D. Joshua, Ph.D.
Licensed Psychologist, NC & Certified Consultant, AASP

Information Brochure and Informed Consent

Welcome to my psychotherapy, sport psychology, and behavioral health consultation practice. I appreciate your giving me the opportunity to be of help to you. It is important to me that you know how we will work together. After you read this document, we can discuss, in person, how these issues apply to your own situation. This brochure is yours to keep and refer to later. When you have read and fully understood this brochure, I will ask you to sign an informed consent form.

This document answers some questions clients often ask about any coaching/consultation practice. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides privacy protections and new client rights regarding the use and disclosure of your clinical record. As a psychologist, I am also required to provide you with a Notice of Privacy Practices, which further details HIPAA and its application to your personal health information.

Mission

My mission is to promote adherence to healthy attitudes and behaviors that maximize performance on a daily basis. My aim is to offer an innovative and integrative approach to helping people achieve their health and performance goals.

About Dr. Joshua

I am a Licensed Psychologist and Certified Consultant through the Association for Applied Sport Psychology. My aim is to enhance my client's performance in all areas of life and encourage the adoption and maintenance of healthy lifestyle behaviors for total health and well-being. I work with adolescents and adults, from the non-exerciser to the elite athlete, on a wide variety of performance and health-related topics. My areas of expertise include sport and exercise psychology, body-image and disordered eating, and identity development. My training with clinical issues, background in performance excellence, and understanding of sport and exercise experiences are a unique combination of assets.

My therapeutic approach reflects a strengths-based, holistic, and interpersonal style. I most often use cognitive-behavioral techniques to promote learning within a brief model. My work runs the gamut between sport-specific, performance enhancement issues and general mental health concerns and includes the provision of therapy, mental skills training, consultation with teams, and the presentation of workshops.

About Psychotherapy

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and the client, and the particular concerns you are experiencing. There are many different methods that I may use to deal with the concerns that you hope to address. Psychotherapy calls for an active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I would be happy to help you set up a meeting with another mental health professional for a second opinion.

About Our Sessions

The very first time I meet with you, we will each need to share some basic information with each other. For this reason, I usually schedule one hour for this first meeting. By the end of this session, I will summarize what we have discussed and tell you how I think we should proceed to help you meet your goals. At this time, you should evaluate your comfort with me and my services and raise any questions or concerns that may arise. We will then collaborate to work out a plan that feels right for you. In order for our work to be successful, you will need to be actively involved. By this I mean that the more honest you can be with your thoughts and feelings, the more you will likely take from our work together.

My style is active and collaborative, and often educational. Towards this aim, I may draw pictures, make lists, or provide handouts. I believe that anyone can learn mental skills to improve their performance. Just like physical skills, learning new ideas and applying them behaviorally takes practice. And with repetitive, successful practice, new behaviors can become habits, and habits can become lifestyle changes which require less conscious energy over time.

Following the initial meeting, we can meet up to twice a week, weekly, biweekly, or monthly, based on your goals and our mutual availability. As soon as possible, I will tell you about my vacations or other times we cannot meet.

An appointment is a commitment to our work. We will agree to meet either in my office or at a mutually agreed-upon location, and to be on time. If I am ever unable to start on time, I ask your understanding. I also assure you that you will receive the full time agreed to. If you are late, we may not be able to meet for the full time because I may have another appointment or obligation.

Based on your needs, we may be walking or engaging in another activity while we are talking. I strongly believe that physical movement is helpful in working out concerns and stimulating creative solutions. It is to be expected that appropriate athletic attire will be worn by both parties to participate in such activities.

The Benefits and Risks

When making changes in your life, it is expected that there may be a number of risks and benefits associated with the process. Although at times you may experience uncomfortable feelings such as sadness, anger, and frustration, psychotherapy and consultation often leads to numerous positive outcomes, including improved performance, solutions for problems, stress reduction, and better relationships. There are no guarantees, however, of what you will experience and/or if consulting or therapy will work for you.

As part of the work that we do, you may set some goals regarding your physical health. You may be engaging in physical exercise as part of our contracted relationship. While the benefits of exercise are widely documented by medical professionals, physical training can involve risks which you need to be aware of. These include, but are not limited to, shortness of breath, fatigue, muscle soreness, sprains, broken bones, etc.

I operate under the assumption that you are responsible for making your own decisions regarding your capacity to exercise and participate in physical activities. If you are at all unclear about your capacity to engage in a particular exercise program, I would recommend that you consult the advice of a physician. If you don't have a physician, I will be happy to make recommendations for physicians who are capable of evaluating your capacity to exercise.

I will take reasonable precautions to minimize risks, insure your safety, and provide you with a positive experience. If at any time you believe that I have not been diligent in performing my services, please bring it to my attention so we can address the matter. If there are concerns that we are not able to resolve to your satisfaction, the North Carolina Psychology Board can be contacted at (828) 262-2258 to review and evaluate any concerns that you may have.

What to Expect from Our Relationship

I am licensed and trained to practice psychology—not law, medicine, physical training, or any other profession. I am not able to give you good advice from these other professional viewpoints.

Also, state laws and the rules of the APA require me to keep what you tell me confidential (that is, private). It is your decision to tell others about the work we are doing together or not. You can trust me not to tell anyone else what you tell me, except in certain limited situations, explained below. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

About Confidentiality:

In most situations, I may only release information about you with your written consent. Though the following situations generally do not occur in a sport psychology practice, the legal exceptions to confidentiality are as follows:

1. If I am required by a judge/court of law to provide information from our sessions necessary for “the proper administration of justice,” I can be required to disclose information from your file.
2. If you make a serious threat to harm yourself or another person, the law requires me to notify the appropriate authorities to prevent harm from occurring.
3. If I believe a child has been or will be abused or neglected, or a disabled person is in a state of abuse, neglect, or exploitation, I am legally required to report this to the appropriate authorities.
4. As discussed later in this document, your name, identifying information about how to reach you, and the amount of money you owe may be disclosed if it becomes necessary to contact an attorney or collection agency for payment of fees.

In addition, there may be times when I might consult about part of our work with another sport psychology consultant or mental health professional. This helps me to provide high-quality services. These persons are also required to keep your information private. Your name will never be given to them, and they will be told only as much as they need to know to understand your situation.

In some circumstances, the public nature of our work together during our sessions, your practices, and/or your sport competitions will make our relationship known to others. Efforts will be made to limit such occurrences. In addition, others may ask about my relationship with you. Specific requests from individuals or the media regarding our professional relationship will be referred back to you.

For those under 18 years of age who are not emancipated from their parents/guardians, North Carolina law does not provide the legal right to confidentiality. Parents/guardians have the right to access their children’s records. It is my strong belief that that parents/guardians should consent to a modified confidentiality policy because privacy is often crucial to success with teenagers. You will be provided with general information about your child’s progress and attendance at sessions. If I believe your child is in danger or is a danger to anyone else, I will notify you of my concern. Before providing you information, I will first discuss the matter with your child and handle any objections he/she may have. At your request, a written summary will be provided when our work together is completed should you request one in writing.

Except for the situations I have described above, I will always maintain your privacy. If in the event that a disclosure or release of information is deemed necessary, I will make every effort to fully discuss it with you before taking any action and will limit my disclosure to only what is necessary. I also ask you not to disclose the name or identity of any other client being seen in my office.

If any of the above mentioned conditions occur and your records need to be seen by another professional or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign a release form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me.

You can review your own records in my files at any time. You may add to them or correct them, and you can have copies of them. I ask you to understand and agree that you may not examine records created by anyone else and sent

to me. Though a very rare situation, if I believe that certain information will be harmful to you, I may temporarily remove parts of your record before you see them and then discuss this with you.

Fees and Payments

You will be expected to pay for each session at the time it is held, unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. I accept cash, credit cards (Master Card or Visa), or checks, payable to: Michelle Joshua, Ph.D.

Consultation and therapy services: The initial intake/assessment meeting is \$140.00. This will generally last between 50-60 minutes. All subsequent meetings are \$110.00 for a 50 minute session. (Additional meeting locations and fees for services will be discussed on a case by case basis.). Occasionally, you may wish to extend your session. Time permitting, we will discuss this possibility. Sessions extended beyond 10 minutes will be charged on a prorated basis.

Telephone consultations: There is no charge for calls about appointments or similar business. However, there may be times when telephone consultations may be suitable in our work together. If so, I will charge you our regular fee, prorated over the time needed. If you wish for me to consult with other professionals as part of our work together, you will be billed only for those that extend beyond 15 minutes, at the same rate as for regular sessions.

Late cancellations or missed appointments: If you are unable to keep an appointment for any reason, please call and cancel as soon as possible. You will be expected to pay for the session, in full, if you do not provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control).

I will assume that our agreed-upon fee-paying relationship will continue as long as I provide services to you. You have a responsibility to pay for any services you receive before you end the relationship. If it becomes necessary to contact a collection agency or attorney for unpaid accounts, I may be required to disclose otherwise confidential information, such as name, nature of services provided, and the amount due. If the aforementioned actions become necessary, you will be responsible for the associated costs.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called to testify by another party. [Because of the additional documentation and demands of legal involvement, I charge \$200.00 per hour for preparation and attendance at any legal proceeding.]

Insurance Reimbursement

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and I will be happy to help you in understanding information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Manage Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. (Some managed care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do our best to find another provider who will help you continue your psychotherapy.)

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I can provide you with a copy of any report I submit, if you request it. By signing the informed consent form, you agree that I can provide requested information to your carrier. Once I have all 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 they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above (unless prohibited by contract).

If You Need to Contact Me

Due to my work schedule, I cannot promise that I will be available at all times. Although the confidentiality of email cannot be guaranteed, you may contact me at Joshua@CarolinaPerformance.net or MJoshua@balanced-movement.com. Alternatively, you may call me at (919) 990-1006 or (919) 676.9699 x5. Although I may be unable to take your call, you may leave a message on my confidential voicemail and I will respond, if need be, as soon as I am able. As a general rule, I will return your call within 24 hours. If you have a behavioral or emotional crisis and cannot reach me immediately by telephone, you, your family members, or friends should call 911 or go to a local emergency room and ask for the psychologist/psychiatrist on call.

If I Need to Contact Someone about You

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you—perhaps a relative, spouse, or close friend. I am also required to contact this person, or the authorities, if I become concerned about your harming someone else. I will contact the person you have indicated on your informed consent form.

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Purpose: The purpose of this notice is to explain to you how your protected health information (PHI) may be used and disclosed for the purposes of treatment, billing, and healthcare operations. It also provides you with information about how you may access your PHI and ask to have restrictions placed on the information about you that may be released without your authorization to another person or organization under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. If you have questions, please feel free to ask.

II. With your Consent or Written Authorization: In most situations, I may only release information about you with your written consent or authorization. An authorization is written permission above and beyond the general consent that permits only specific disclosures. Your PHI may be used for coordinating your healthcare with other mental health providers or health care practitioners. For example, if you were also seeing a psychiatrist, I would be allowed to release information about our work together that would be relevant to the psychiatrist's work with you. Please note that, except in the case of emergency or if you are unable to give consent, I would first obtain your written consent to make these disclosures. If you agree to share these records, you will need to sign an authorization to release form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. You may revoke your authorization, which will be effective only after the date of your written revocation.

III. Without your Consent or Written Authorization: Though the following situations generally do not occur, the legal exceptions to confidentiality are as follows:

1. If I am required by a judge/court of law to provide information from our sessions necessary for "the proper administration of justice," I can be required to disclose information from your file.
2. If you make a serious threat to harm yourself or another person, the law requires me to notify the appropriate authorities to prevent harm from occurring.
3. If I believe a child has been or will be abused or neglected, or a disabled person is in a state of abuse, neglect, or exploitation, I am legally required to report this to the appropriate authorities.
4. If it becomes necessary to contact an attorney or collection agency for payment of fees, your name, identifying information about how to reach you, and the amount of money you owe may be disclosed.

In addition, there may be times when I might consult about part of our work with another mental health professional. This helps me to provide high-quality services. These persons are also required to keep your information private. Your name will never be given to them, and they will be told only as much as they need to know to understand your situation.

For those under 18 years of age who are not emancipated from their parents/guardians, North Carolina law does not provide the legal right to confidentiality. Parents/guardians have the right to access their children's records. It is my strong belief that that parents/guardians should consent to a modified confidentiality policy because privacy is often crucial to success with teenagers. You will be provided with general information about your child's progress and attendance at sessions. If I believe your child is in danger or is a danger to anyone else, I will notify you of my concern. Before providing you information, I will first discuss the matter with your child and handle any objections he/she may have. At your request, a written summary will be provided when our work together is completed should you request one in writing.

Except for the situations I have described above, I will always maintain your privacy. If in the event that a disclosure or release of information is deemed necessary, I will make every effort to fully discuss it with you before taking any action and will limit my disclosure to only what is necessary. I also ask you not to disclose the name or identity of any other client being seen in my office.

IV. Records: Your personal mental health record, generated as a result of working with me, will be retained for 7 years following your last therapy contact. After that time, it will be destroyed by shredding to protect your confidentiality and privacy.

V. When HIPAA and State Laws Differ: When there is a discrepancy between HIPAA mandates and mandates of North Carolina laws governing the practice of psychology or my ethical code of conduct, I will do my best to uphold the strictest form of confidentiality and provide you with the maximum amount of protection for your private health information.

VI. Client Rights:

1. *Right to request restrictions.* You may request limitations on your mental health information that I may disclose, but I am not required to agree to your request. If I agree, I will comply with your request unless the information is needed to provide you with emergency treatment.
2. *Right to confidential communications.* You may request communications in a certain way or at a certain location, but you must specify how or where you wish to be contacted.
3. *Right to inspect and copy.* You have the right to inspect and/or copy your mental health information used to make decisions about your care, for as long as the record is maintained. I may charge a fee for copying, mailing, and supplies. Under limited circumstances, your request may be denied. In some cases, however, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
4. *Right to amend.* You have the right to request an amendment of PHI for as long as it is maintained in the record. I have the right to deny your request. At that time, I will discuss with you the details of this process.
5. *Right to accounting of disclosures.* You may request a list of the disclosures of your mental health information for which you have neither provided consent or authorization (as described earlier in this document). Upon your request, I will discuss the details of this process with you.
6. *Right to a copy of this Notice.* You may request an additional paper copy of this Notice at any time.

VII. Requirements regarding this notice: I am required to provide you with this Notice that governs my privacy practices. I may change my policies or procedures in regard to privacy practices. If and when changes occur, the changes will be effective for the PHI that I have about you as well as any information I receive in the future. You may ask for and receive a copy of the Notice that is in current effect at any time.

VIII. Complaints: I will take reasonable precautions to minimize risks, insure your safety, and provide you with a positive experience. If at any time you believe that I have not been diligent in performing my services, or you believe that your privacy rights have been violated by me, please bring it to my attention so we can address the matter. If there are concerns that we are not able to resolve to your satisfaction, the North Carolina Psychology Board can be contacted at (828) 262-2258 to review and evaluate any concerns that you may have. Alternatively, you may complain to the Secretary of U.S. Department of Health and Human Services. You have specific rights under the Privacy Rule. I will not retaliate against you for filing a complaint.

This Notice of Privacy Practices goes into effect April 14, 2003.

Michelle Joshua, Ph.D.
8300 Health Park, Suite 201
Raleigh, NC 27615
919-676-9699 x5

304 W. Weaver St., Suite 103B
Carrboro, NC 27510
919.990.1006

New Client Intake and Informed Consent

Name: _____

Date: _____

Mailing Address:

Physical Address (if different):

May I send mail to the above address? **Y / N**

Telephone Numbers (Please provide only numbers at which you give me permission to call you):

Home: _____

May leave a detailed message? ___yes ___*no

Work: _____

May leave a detailed message? ___yes ___*no

Cell: _____

May leave a detailed message? ___yes ___*no

Email address (provide only if it is OK to send you an email): _____

Date of Birth and Age: _____

Relationship Status: _____

Student status/Occupation: _____

Have you ever engaged in therapy before? Y / N

Worked with a psychiatrist? Y / N

Contact Person in case of emergency: _____

Telephone #: _____ **Relationship to You:** _____

Primary Care Physician: _____ **Telephone#:** _____

Medical History:

- List any medical problems:

- Current Medications:

- Allergies: _____

- Hospitalizations (Medical, Psychiatric, Substance abuse- give place and year):

Family history of:

- Mental illness? _____ Yes _____ No Substance abuse? _____ Yes _____ No
- Suicide? _____ Yes _____ No Violent behavior? _____ Yes _____ No

How often do you currently...

Smoke _____ never _____ monthly _____ weekly _____ daily

Drink alcohol _____ never _____ monthly _____ weekly _____ daily

Use illegal drugs _____ never _____ monthly _____ weekly _____ daily

Exercise _____ never _____ monthly _____ weekly _____ daily

Primary Insurance (only complete if you have Blue Cross/Blue Shield):

Insurance Plan Name: _____

Insured Name: _____ Insured ID# _____

Insured's social security # _____

Copayment or deductible : _____

RECORD RELEASE AUTHORIZATION:

I hereby authorize Michelle Joshua, Ph.D. to furnish information to insurance carriers concerning my treatment.

Signature of Client (or Guardian if under 18) Date

How did you hear about my services? _____

If referred, name of provider or practice: _____

What would you like to gain from working with me? What are your goals?

CONSENT FOR TREATMENT:

Your signature below indicates that you have read Information Brochure and Informed Consent and agreed to its terms, had the opportunity to review the HIPAA Notice of Privacy Practices, and had any questions you might have answered.

Signature of Client (or Guardian if under 18)

Date

Printed Name

Provider Signature

PAYMENT FOR LATE CANCELLATION OR NO-SHOW

I authorize Michelle Joshua, Ph.D. to bill the above credit card when I do not give 24 hour, advanced notice for a late cancellation or I no-show for my appointment. I understand that if I do not wish my credit card billed for this purpose, I am still responsible for paying these fees.

Signature

Date

CREDIT CARD PAYMENT FOR PROFESSIONAL SERVICES

___ VISA

___ Mastercard

Name on Account (exactly as it appears on credit card)

Address (ONLY if different from the 1st page)

City

ZIP Code

Credit Card Number

Exp. Date

3 Digit Security Code
(on the back of the card)

I authorize my Michelle Joshua, Ph.D. to bill the above credit card for professional services.

Signature

Date