



# VIRGINIA CENTER FOR NEUROFEEDBACK

## ATTACHMENT & TRAUMA

## Informed Consent to Treatment

(Effective 12/01/2020)

### Services and Procedures

The services provided by Jessica Eure, LPC, BCN include various applied psycho-physiological interventions, including neurofeedback, LENS and HRV provided within the context of a trauma-informed psycho-therapeutic session which may also include EMDR and other talk therapy techniques interwoven and utilized as needed. These services are offered to people seeking assistance with issues related to life transition, trauma, depression, illness, anxiety, attention, brain injury, and personal growth. An initial intake assessment will be conducted in the first several meetings, after which Jessica will present the client with a treatment plan, or if necessary, recommend a referral to another clinician whom she feels will be more appropriate in treating the client. Sessions are either 30 or 60 minutes long. For adults, once weekly 60-minute meetings are typical.

### Qualifications and Theoretical Orientation

Jessica Eure is a Licensed Professional Counselor (LPC). She holds a Master's degree in Mental Health Counseling from the University of Virginia, and a BA in psychology from Shepherd University. She has experience in the mental health field in both inpatient and outpatient settings. She co-founded the Virginia Center for Neurofeedback, Attachment and Trauma with Robin Bernhard, LCSW, MEd, after attending the EEG biofeedback comprehensive training offered by EEG Spectrum International, Inc. in July 2004. She has extensive training in neurofeedback and has national certification in neurofeedback (BCN) from the Biofeedback Certification International Alliance. Jessica received training in EMDR in December 2007. Jessica's approach to counseling centers on postmodern theories of counseling, particularly narrative therapy. The general principles of this approach include viewing the client as the expert in his or her own life and not presuming that there is one 'true' reality, as well focusing on the stories that we tell about our lives. Jessica's clinical orientation utilizes Developmental Needs Meeting Strategy techniques and Internal Family Systems theory as well as interpersonal neurobiology in working with clients. Developmental Needs Meeting Strategy (DNMS) is a therapeutic approach based on what is known about how a child's brain develops within a healthy family. It was designed to treat present-day problems that originated with unmet childhood needs. It has also been used to resolve memories of painful physical, emotional, or sexual traumas. Interpersonal neurobiology is an interdisciplinary field incorporating knowledge from anthropology, biology, cognitive science, neuroscience, physics, psychology and systems theory (among other fields) to assist in understanding the human experience. Jessica works from a non-pathological wellness model of counseling.

### Services

The services offered by Jessica M. Eure, LPC, BCN at the Virginia Center for Neurofeedback include quantitative EEG (QEEG), traditional neurofeedback, LENS neurofeedback, heart rate variability training, EMDR, and psychotherapy for emotional distress, trauma, PTSD, ADD, brain injury and many other issues related to central nervous system function and mental health. *Currently Jessica is not offering in-person psychotherapy or neurofeedback sessions. All sessions EXCEPT for the QEEG acquisition session are offered remotely via Zoom video meeting or phone at this time.*

### Service Fees & CPT Codes

CPT Code 90791 - Diagnostic Evaluation (via Zoom or phone)	\$200.00
CPT Code 95816 - Quantitative EEG Acquisition ( <b>in-office</b> ), Analysis and Report	\$1285.00
CPT Code 90876 - 60 minute Quantitative EEG Results & Report Review (via Zoom or phone)	\$200.00
CPT Code 90876 - 60 minute Quantitative EEG Retest ( <b>in-office</b> ), Analysis and Report	\$800.00

## Home Training Fees

Home Trainer Rental Kit with Computer Monthly Fee	\$475.00
Additional User Home Trainer Rental Kit Monthly Fee ( <i>applies to each additional user</i> )	\$100.00
Home Training Technical Consultation Meeting (via Zoom or Phone)	\$60.00
Home Training Consultation (via Zoom or Phone)	\$35 per 15 min
Home Training Session Monitoring & Asynchronous Communication	\$35 per 15 min

## Cancellations

Clients need to notify Jessica of appointment cancellations at least twenty-four hours in advance. If a session is missed without notification, or if the session is canceled with less than twenty-four hours notice, payment in full will be due for the missed session.

## Cancel When You're Sick

If you have a fever or an infectious illness, even a common cold, please postpone your appointment. You may be contagious, especially in the first stages of a cold or flu. This is usually when you are feeling the worst, when you are coughing and sneezing frequently. The more you limit your contact with others, the less you will spread it around. Studies show that you can transmit a cold or flu to others one or two days before your symptoms appear, and up to five days after first being exposed to the virus. According to the National Institutes of Health (NIH), colds are most contagious two to four days after original exposure, when there is plenty of the viruses present in nasal secretions.

**Even if you cannot provide the 24 hour notice requested by Jessica to avoid a missed session fee, please cancel and Jessica will waive any fees. To cancel because of illness, contact Jessica as soon as possible before your scheduled appointment.**

## In Case of a Mental Health Emergency

In case of an emergency between sessions or outside of regular office hours (after 5 pm weekdays or over the weekend), clients should call **Region Ten Community Services at 434-972-1800** or go to the nearest emergency room. If you have questions between meetings, please feel free to contact the office at (434) 878-3146 or email Jessica at [jessica@virginianeurofeedback.com](mailto:jessica@virginianeurofeedback.com); a response should occur within 24-48 hours.

## Benefits and Potential Risks of Psychotherapy

Therapy has potential emotional risks. Approaching certain thoughts and feelings may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to your relationships. 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.

## Benefits and Potential Risks of Neurofeedback

Neurofeedback has been studied and used in treatment for over 40 years; however, some professionals still consider neurofeedback to be new and experimental. Neurofeedback has not yet become a regulated profession. This means that no specific licenses, certifications or permits are required to regulate its use. Jessica has completed the necessary training and certification to responsibly use this new tool. There are no guarantees that you will receive all of the benefits without any side-effects. Many clinical studies have been published on some of the uses of neurofeedback while other applications have few or no studies published. I agree to settle any disputes through mediation only. **The degree to which treatment will be successful is not predictable.**

Additional information about neurofeedback is available upon request from Jessica or from the following websites: International Society for Neurofeedback & Research (<http://www.isnr.org/>), Biofeedback Certification International Alliance (<http://www.bcia.org/>), or EEG Spectrum International (<http://www.eegspectrum.com/>).

### **Benefits and Potential Risks of EMDR**

Eye Movement Desensitization and Reprocessing (EMDR) methodology is a form of adaptive information processing which may help the brain unblock mal-adaptive material. It also appears that EMDR may avoid some of the long and difficult ab-reactive work often involved in the treatment of anxiety, panic attack, post-traumatic stress symptoms (such as intrusive thoughts, nightmares and flashbacks), dissociative disorders, depression, phobias, identity crisis and other traumatic experiences. Distressing, unresolved memories may resurface through the use of the EMDR procedure.

### **Benefits and Potential Risks of EMDR (continued)**

Some clients experience reactions during the treatment sessions that neither they nor the administering clinician may have anticipated, including but not limited to, high level emotional or physical sensations. Subsequent to the treatment session, the processing of incidents and/or material may continue and dreams, memories, flashbacks, feelings, etc., may surface. Those with limiting or special medical conditions (pregnancy, heart condition, ocular difficulties, etc.) should consult their medical professionals before participating in this therapeutic method. For some people, this method may result in sharper memory; other people may experience fuzzier memory following the treatment. If you are involved in a legal case and need to testify, please discuss this with your therapist.

### **Confidentiality and Its Limitations**

All information shared in sessions is confidential and will be kept private except for the following.

1. **Supervision** - In order to provide clients with the best possible service, relevant information regarding cases may be shared with clinical supervisors as needed.
2. **Client Permission** - Clients may give written permission to Jessica Eure to share information with whomever they choose (former clinician, psychiatrist, etc.). This permission can be revoked at any time.
3. **Abuse or Neglect** - Therapists have both an ethical and legal duty to protect children and vulnerable adults if they suspect abuse or neglect.
4. **Harm to Self or Others** - Client confidentiality will be breached in the case of imminent danger, which means that a client is believed to be suicidal or has expressed intent to harm another.
5. **Subpoena** - Confidential information must be disclosed if ordered by a court of law.

### **Right to Records**

Clinical records include information about the client's reasons for seeking therapy, a description of the ways in which problems affect their life, the goals for treatment, progress toward those goals, medical and social history, treatment history, and any payment records. Clients may examine and/or receive a copy of their record, except in unusual circumstances that involves danger to the client and/or others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm. In accordance with the Virginia Board of Counseling Standards of Practice, this office will maintain client records for a minimum of five years or as otherwise required by law from the date of termination of the counseling relationship. At a minimum, records of a minor child shall be maintained for five years after attaining the age of 18 or ten years following termination, whichever comes later. Terminated files will be digitized and stored in a secure, encrypted, backed-up central storage repository. All paper files will be confidentially shredded after digitization. The digitized files are only accessible to Jessica, but if she is unable to access them due to illness or death, her colleague, Robin Bernhard, will be provided with access.

## Complaints and Right to Refuse Services

At any point, if the client feels that they wish to cease treatment or are uncomfortable with the results or procedure, they will notify Jessica who will respond to the concerns and arrange a final session, if needed.

## Book Loans

Jessica is happy to loan out books from her library. The client understands that the cost of a replacement book of the same title will be charged to the client's account if the book is not returned within 30 days of a requested return date.

## Payment Policies

Payment is due at the time of services in full unless you have arranged with Jessica to pay via monthly statement that is due at the time of receipt. Clients may choose to receive their monthly statement via email or postal service. Jessica accepts cash, check and credit cards. It is the client's responsibility to review their invoices promptly and bring questions or concerns to Jessica or her book-keeper at [info@virginianeurofeedback.com](mailto:info@virginianeurofeedback.com) or by calling the office at (434) 878-3146.

If paying by monthly statement, the statement amount is due at the time of receipt. The amount is considered past-due after the date of receipt. If the monthly statement balance has not been remitted in full by 30 days past-due, Jessica will not schedule further appointments with the client until the past due balance has been paid. Jessica is not a preferred provider with any insurance companies. She does not file insurance paperwork for clients, and she does not accept any insurance that does not permit the client to self-file, or that requires updated reports or filings from Jessica.

Neurofeedback is considered experimental by most insurance companies at this time. If a client chooses to attempt to self-file with their insurance company for partial or full reimbursement for Jessica's services, it is completely the responsibility of the client to communicate with their insurance company. Jessica will provide requested information and statements to assist the client, but is not obligated in any way to participate in insurance claims.

The following are codes that may be appropriate for a client depending on the services they will be receiving: 90901 (any modality of biofeedback) or 90837 (can only be used if receiving psychotherapy) or 90876 for a combination of talk therapy and neurofeedback. These codes will be listed on invoices. It is recommended that clients who would like to self-file for insurance reimbursement call their insurance company beforehand and find out if any of the above codes are covered.

It should be noted that most insurance companies DO NOT reimburse for neurofeedback. If one or more of the CPT codes listed above is acceptable, the insurance company may require that the insured has a specific diagnosis before approval or reimbursement.

**It is the responsibility of the client, client's legal guardian or other agreed upon third party to pay in full and directly to Jessica Eure for all fees incurred from sessions with Jessica. If any type of collection process is necessary to satisfy the client's account, the client, legal guardian or third party will be responsible for the incurred expenses including, but not limited to, attorney's fees and court costs.**



## **Notice of Policies and Practices to Protect the Privacy of Your Health Information**

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. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment, and Health Care Operations”
- Treatment is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
- Payment is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.
- “Authorization” is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

### **II. Other Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes.

“Psychotherapy Notes” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures without Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse - If I have reason to believe that a child has been subjected to abuse or neglect, I am required by law to report this belief to the appropriate authorities.

- Adult and Domestic Abuse - If I have reason to suspect that an adult is abused, neglected, or exploited, I am required by law to report this belief to the appropriate authorities.
- Judicial and Administrative Proceedings - If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without the written authorization of you or your legal representative, or a subpoena (of which you have been served, along with the proper notice required by state law). However, if you move to quash (block) the subpoena, I am required to place said records in a sealed envelope and provide them to the clerk of the court of the appropriate jurisdiction so that the court can determine whether the records should be released. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- Serious Threat to Health or Safety - If you communicate to me a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and I believe you have the intent and ability to carry out that threat immediately or imminently, I must take steps to protect third parties. These precautions may include (1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18: or (2) notifying a law enforcement officer. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

#### IV. Patient's Rights and Psychologist's Duties

- Right to Request Restrictions - You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations - You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)
- Right to Inspect and Copy - You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. You have the right to inspect or obtain a copy (or both) of Psychotherapy Notes unless I believe the disclosure of the record will be injurious to your health. On your request, I will discuss with you the details of the request and denial process for both PHI and Psychotherapy Notes.
- Right to Amend - You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- Right to an Accounting - You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization. On your request, I will discuss with you the details of the accounting process.
- Right to a Paper Copy - You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

#### Counselor's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide you with a revised notice, either in person or by mail to the address recorded in your PHI file.

## V. Questions and Complaints

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me at (434) 878-3146. If after discussing your concerns with me, you believe that your privacy rights have been violated and wish to file a complaint, you may submit a written complaint to me. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services (for whom I can supply a mailing address). You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

## VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on January 1, 2018. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice in person or by mail.

### Important Note:

If you contact Jessica to obtain your medical records and cannot reach her (please allow 72 hours for a response), please contact her colleague, Robin C. Bernhard, LCSW for assistance.

Below is the contact information for Robin:

Robin C. Bernhard, LCSW  
420 Third St. NE  
Charlottesville, VA 22902  
Office Phone: (434) 878-3146  
bernhard.robin@gmail.com