

# **INFORMED CONSENT FOR NEUROFEEDBACK TREATMENT**

Please read this informed consent document carefully as your signature on this document will indicate that you have read it, understood it, and accepted its provisions.

## **NEUROFEEDBACK:**

**Purpose of Treatment:** The purpose of Neurofeedback is to resolve inefficiencies in EEG brainwave patterns that may underlie and/or exacerbate various mental health and/or physiological conditions.

**General Procedures:** Neurofeedback causes no direct pain and it is no invasive in any way. One or more electrodes are placed on the scalp and/or ears to act as sensors to record an individual's brainwaves (the electrical activity created in the brain). This electrical activity then passes through the amplifier to a computer; this data can then be viewed in various formats on a computer monitor. The client will be assisted to learn how to change his/her brainwave patterns in desired directions. Neurofeedback is also called EEG Biofeedback and/or Neurotherapy.

**Benefits, Limitations, and Risks:** In choosing Neurofeedback, you need to be aware that, although there has been 25+ years of research since this was first developed at UCLA, it is still considered relatively new and, to some, experimental. Many published clinical studies have demonstrated the effectiveness of Neurofeedback for treating various problems. Some Neurofeedback interventions have extensive published support (such as for attention and learning issues, mood and anxiety disorders, and seizure disorders). And other have little or none (such as chronic fatigue syndrome, fibromyalgia, sleep disorders, and bipolar disorder, among others). As such, you should be aware that some insurance company personnel and professionals like doctors and psychologists are not aware of the latest published research or may consider the support for Neurofeedback to be insufficient for considering intervention to be validated and efficacious. There are many health care practitioners who are convinced that this particular intervention has been **validated as efficacious**. They believe that the efficacy of Neurofeedback for dealing with your/your child's problem has been adequately demonstrated. In fact, recently the American Academy of Child and Adolescent Psychiatry (AACAP) in their January 2005 journal issue dedicated to Emerging Interventions, reviewers stated:

"EEG biofeedback meets the AACAP criteria for clinical guideline (CG) for treatment of ADHD, seizure disorders, anxiety (OCD, GAD, PTSD, and phobias), depression, reading abilities, and addictive disorders. This suggests the EEG biofeedback should be considered as an intervention for these disorders by the clinician." (underlining added)

The American Counseling Association's *Journal of Counseling and Development* also published an article in their January 2012 issue explaining the process of Neurofeedback and why it should be integrated into counseling practice. Literature supporting the use of Neurofeedback is also available at the International Society for Neurofeedback and Research (ISNR) website [www.isnr.org](http://www.isnr.org).

Although no guarantees or promises can be made that neurofeedback will be effective, experienced clinicians are usually reporting 80% or 85% improvement rates. Significant improvements in school and work performance, as well as increased control over negative behavior and emotions have been reported, and in some cases, clients have been found to no longer require medication for their disorder. However, in approximately 20% of cases, people are unable to change their brainwave patterns, and/or no benefit is gained, and in some very rare cases, people's condition(s) worsen. Also, although rare, it is possible that Neurofeedback can reveal underlying conditions which were not previously known, and which may cause a worsening of symptoms, or indicate new areas that need additional treatment.

At times, clients will request Neurofeedback for issues or conditions that are not well researched. In these instances, Neurofeedback must be viewed as experimental in nature. This means that there is even less

predictability with regard to prognosis or outcome; and again, in these cases a client's condition may not improve and, although unlikely, could worsen.

The willingness of the client to actively participate in the process is a critically significant factor in the success of neurofeedback, and a client who is resistant or oppositional to the treatment may not be an appropriate candidate for Neurofeedback. **Further, excessive consumption of alcohol and/or use/abuse of drugs or illegal substance are likely to negatively affect the outcome of Neurofeedback. It is imperative that clients refrain from alcohol abuse and/or inappropriate or illegal use of drugs and/or substances during the course of Neurofeedback treatment, which includes times between sessions.** Clients who cannot comply with this requirement will have treatment terminated until such time as they can comply with this requirement. Clients should also be aware that the abuse of alcohol and other drugs can reverse the benefits of Neurotherapy after treatment.

Neurofeedback is a type of treatment that usually requires several individual sessions to achieve benefit. While some may achieve the desired level of benefit with as little as 10-15 sessions, some may need as many as 40 or more to achieve the desired level of symptom resolution. Currently there is no way to precisely determine, prior to treatment, how many sessions will be necessary to achieve benefit, therefore clients are asked to plan on a minimum of 20 sessions of Neurofeedback prior to starting treatment.

Clients should be aware of particular types of Neurofeedback (similar to counseling) can bring up painful memories. This can be part of the growth and healing process; however, it can be emotionally painful. Also, although it is rare, some professionals in this field have reported negative effects of Neurofeedback including headaches; negative feelings (i.e. anxiety, frustration, irritability); unusual physical sensations (i.e. dizziness, fatigue, tingling sensations); no change or worsening symptoms and/or behavior; exacerbation of medical conditions; and in some very rare cases, psychotic symptoms. There is also a potential for disruption in family stability. If, following a treatment session, you feel confused, disoriented or light headed, please inform your therapist and rest until you feel normal again; do not drive a vehicle or operate equipment until these symptoms subside. If at any time during or after a treatment session you are experiencing negative effects such as described above, again, please contact your therapist or your physician immediately.

**QEEG:** It is important to understand that a Quantitative EEG (QEEG) is not the same as a "clinical EEG" which is used in medical diagnosis to evaluate epilepsy or to determine if there is serious brain pathology, such as a tumor. The QEEG assessments we conduct are not intended to diagnose neurological disorders, nor intended to be used for any medical purpose whatsoever. It is not designed to diagnose tumors, epilepsy, or other medical conditions in a manner like an MRI or CAT scan. The Quantitative EEG evaluates the manner in which a particular person's brain functions from an efficiency standpoint and assists in directing the Neurotherapy treatment. The QEEG neurometric statistical analysis allows us to know, un many case with a 95% degree of accuracy, that someone has functional brain inefficiencies. The QEEG also provides valuable input that may assist in the diagnosis of various psychiatric-psychological conditions; but it is a fundamental principle that one method alone should not be used to make a diagnosis or for decision making. Therefore, a QEEG along will not be used for diagnostic purposes. You should recognize that the QEEG evaluation is noninvasive and no electrical current is put into the brain. However, the electrode cap is tight fitting and can become uncomfortable before the evaluation (and full cap training) is over. In order to obtain good electrode connections for assessment and training, it is also not unusual for the skin to be scratched in tiny areas under a few of the electrodes.

Unless it is specifically requested (with an additional evaluation cost) a neurologist or medical doctor will **not** be reviewing the EEG data for presence of seizures or other neurological disorders. **If you suspect a seizure disorder, or any other neurological disorder, you are strongly encouraged to see a neurologist prior to seeking Neurotherapy services.** With a neurologist's agreement, Neurofeedback could be performed when appropriate. Neurofeedback may be a helpful adjunctive treatment for many neurological disorders such as stroke, closed head injury, seizure disorders, and Tourette syndrome.

## **MEDICATION & CONSULTATION WITH YOUR PHYSICIAN:**

It is important to realize that Neurotherapy and/ or Neurofeedback is not a medical treatment. This is especially true when the client seeks Neurotherapy while taking medications, especially psychotropic medication (e.g. for migraines/headaches, seizures, emotions, hyperactivity, attention, perceptions, etc.)

With regard to medications and QEEGs: The best QEEG is done without any medications in the client's system and/or having had a medication clearance time of at least 5 half-lives of the medication. However, there are times when it is not clinically appropriate or desirable to stop medications before the QEEG is performed. These issues will be individually discussed with you prior to scheduling the QEEG for you/your child. If a client decides to titrate of medication prior to obtaining his/her QEEG, this process must be supervised and directed by the client's prescribing physician, as improperly decreasing or abruptly stopping some medication may be life threatening or detrimental to your health. While the general effects of several categories of medications on the EEG are relatively known, and thus allow some interpretation in light of those medications, the effects of some medications on the EEG are not known.

## **WITH REGARD TO MEDICATION AND NEUROFEEDBACK:**

It is possible to proceed with Neurofeedback even though the client resumes and/or continues taking medication. However, if you are taking medication it is important to remain in close communication with your physician while engaging in Neurotherapy. It has been clinically observed, and commonly recognized within the Neurotherapy field, that the need for some of these medications may decrease after a few Neurofeedback sessions; but the medication may remain in your system and some individuals may have negative side effects because of the decreased need of the body to rely on that medication. Some patients have tendency to want to decrease medications without consulting their physician. All decisions regarding medication and/or changes of medication must be done with the consultation of the prescribing physician, as improperly decreasing or abruptly stopping some medications may be life threatening or detrimental to your health-please consult your physician. It is also important to realize that conducting Neurofeedback in the presence of medication may cause the course of treatment to last longer than a case where no medication is involved.

## **ALTERNATIVES TO NEUROTHERAPY:**

In making an informed consent decision to enter into treatment with Connect and Restore, LLC, you should be aware that there are alternatives to Neurotherapy treatment. These include medications, various types of traditional psychotherapy, and in the case of brain injuries, speech, occupational, and physical therapy. If in doubt, you may certainly seek more information either through reading or seeking another opinion.

## **TREATMENT DECISIONS AND PLANS:**

You have the right to participate in treatment decisions and in the development and periodic review and revision of your/your child's treatment plan. If, at any time, you wish to review and/or revise your/your child's treatment plan, please let us know and we can facilitate and discuss this with you.

## **FDA CONSIDERATIONS:**

Currently the only application or which any EEG Biofeedback (aka Neurofeedback) equipment has been registered with the FDA is for the purposes of relaxation by training of alpha waves. Any application outside of this scope is considered a use of biofeedback in an "off label" fashion. The FDA recognizes that it is completely acceptable for an appropriately licensed clinician to use their clinical judgement in the use of FDA registered equipment for off-label purposes. Many times, in the Neurotherapy field, the Neurofeedback that is provided is done so on brainwaves other than the alpha frequency and is also done for purposes other than relaxation (i.e. to improve attention or mood), and so would be considered an off-label use of EEG Biofeedback by the FDA.

## **RIGHT TO REFUSE TREATMENT OR WITHDRAW CONSENT:**

Your (or the client's legal representative's) signature at the end of this document will serve as consent to treatment and your agreement that you freely and voluntarily wish to undergo (or have your child undergo) a Neurotherapy assessment in the form of a QEEG evaluation and participate in Neurotherapy/Neurofeedback treatment, if indicated. However, you should know that you (or the client's legal representative) have the right to refuse if you (or your child) are not achieving benefits from the Neurotherapy treatment. If you decide to withdraw from treatment, any unused sessions you have paid for in advance will be refunded.

## **RIGHT TO CONFIDENTIALITY**

All client information and records are secured and kept confidential according to HIPPA regulations and the ACA ethical codes. If Kristen Hale or her counselors/technicians see clients in public settings, they will refrain from acknowledging them to protect the client's privacy. However, clients are welcome to initiate contact in public settings.

**The following items are particularly important and require special emphasis. Please initial each of the following items:**

I have had sufficient time to read the foregoing statement to allow me to fully understand it and/or to have any uncertainties clarified before signing.

I understand that there are usually significant improvements but that improvements in any individual case cannot be guaranteed, and depends on the willingness of clients to commit themselves to treatment and actively participate during Neurofeedback sessions. I further understand that some people do not improve, becoming worse before they come better, or may even, in rare cases, find their problems have worsened. I am willing to accept these risks.

I understand that psychotherapy, in addition to Neurotherapy, from a qualified psychotherapist may be required as a condition to receiving Neurotherapy services; and that this requirement may arise after treatment has begun, and that Neurotherapy may need to be stopped until psychotherapy arrangements can be made.

I understand that all of my information will be kept confidential, and that my name and identifying information will not be shared with anyone without my written permission. I understand that Kristen Hale provides instruction and supervision to students seeking licensure in counseling and may discuss my therapy without disclosing my identity.

I understand that Neurotherapy is considered to be a relatively new treatment and some in the medical community and insurance companies may still be experimental. I understand that it is not likely that insurance will provide benefits for any of the services provided. I hereby release Connect and Restore, LLC and/or any of their sources of supervision, from any liability related to my/my child's Neurotherapy treatment and agree to hold them, and/or their sources of supervision, harmless from any effects caused directly or indirectly from Neurotherapy and/or Neurofeedback.

I would like to receive text reminders/communications regarding my appointments from Connect and Restore, LLC and answer questions I ask, and I understand that this mode of communication is not confidential or secure.

**I HAVE READ THE FORGOING “Informed Consents and Policies”, understand it, have clarified all uncertainties before signing, and agree to all the provisions stated herein. My signature below serves as my consent for Connect and Restore, LLC to provide Neurotherapy services for:**

Name of Client: \_\_\_\_\_

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Responsible Party: \_\_\_\_\_

Signature of Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Clinician: \_\_\_\_\_

Signature of Clinician: \_\_\_\_\_ Date: \_\_\_\_\_

I am currently under the care of a medical or psychological professional, and I agree to meet with him/her regularly during Neurofeedback training. I also hereby give Kristen Hale permission to contact the medical professional named below to discuss my treatment progress if necessary.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Medical Provider: \_\_\_\_\_

Medical Provider's Phone Number: \_\_\_\_\_

Client Name: \_\_\_\_\_ . Client DOB: \_\_\_\_\_

## **CONNECT AND RESTORE, LLC**

### **AGREEMENT TO PAY FOR PROFESSIONAL NEUROFEEDBACK SERVICES**

**APPOINTMENT SCHEDULING:** Neurofeedback sessions are scheduled at minimum, twice weekly. We ask your cooperation in maintaining a schedule and keeping appointments. If you want a regular appointment time, we will schedule your sessions for the same days and times each week if at all possible given clinic scheduling constraints. New appointments can also be scheduled after each session.

**APPOINTMENT CANCELLATION POLICY:** We ask that you please provide at least 24 hour notice if you need to cancel an appointment. Other clients might be able to fill a cancelled appointment time. We recognize that there are times when emergencies arise, and we ask your cooperation in notifying us as soon as possible when your plans change. If you cancel an appointment with less than 24 hours notice (for reasons other than sickness, death in the family, or inclement weather), a \$100 cancellation fee will apply.

#### **PAYMENT AGREEMENT:**

Pricing Structure for Cash pay neurofeedback services:

**\$500 Brain Map Fee** Due at time of service (one time fee that includes as many maps as needed during and at conclusion of treatment)

**\$2200** 20 Session Package of Neurofeedback. May be paid in \$1100 increments (with first payment due on session 1 and second payment due on session 11). In order to ensure that payments are made promptly, we require a check on those dates or a credit card to be left on file. Additional sessions beyond 20 can be purchased in packages of 10 sessions (\$1100), paid for at sessions 21, 31, 41, etc. Most clients need between 20 and 40 sessions to see the best results.

**INSURANCE REIMBURSEMENTS:** Most insurances do not cover neurofeedback or biofeedback. You are welcome to consult with your insurance company to verify benefits, but you are ultimately responsible for payment as outlined should your insurance company deny claims. We recommend that if your insurance tells you that these services are covered, you ask for assurance in writing in order to avoid claims being denied due to miscommunication within the insurance company. The EEG is billed under code 95816, and the sessions are billed under code 90876. We are able to bill insurance directly; if you would like to utilize our direct billing option, please provide copies of your insurance card with this document and initial the appropriate line below. Please note that insurance companies, even if they cover neurofeedback, will likely request records during treatment and can recoup or deny payment for services at any point.

I would like to bill insurance for neurofeedback services and have verified with my insurance company that the above codes are covered services under my plan. I understand that if my insurance denies claims, I am responsible for all amounts not covered by insurance.

**REFUND POLICY:** If you decide to terminate neurofeedback or biofeedback training before completing your full agreed upon session package of six sessions (biofeedback) ten or twenty sessions (neurofeedback), already completed neurofeedback sessions will be billed at the rate of \$150 per-session fee. Biofeedback sessions remaining will be billed at \$100 per session. Any remaining balance will then be refunded to you.

**CREDIT CARD DENIAL/ RETURNED CHECK FEE:** If you select the Credit Card payment option and your credit card is declined for any reason, a \$35 fee will be added to your account for all balances that have not been paid within 30 days. Connect and Restore will make three (3) attempts to contact you in regards to a denied/expired credit card and after that a \$35 fee will be added to the balance. The same policy applies to returned checks.

**I have read and agree to the above policies concerning neurofeedback services.**

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Client/ Parent/ Guardian Signature

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Date

Client Name: \_\_\_\_\_ . Client DOB: \_\_\_\_\_