



**VIRGINIA CENTER  
FOR NEUROFEEDBACK**  
ATTACHMENT & TRAUMA

**Informed Consent  
to Treatment**

**Services and Procedures**

The services provided by Maryann West Piirto, LPC, BCN include various applied psycho-physiological interventions, including neurofeedback, LENS, Alpha Sim, Vielight photo biomodulation, molecular hydrogen therapy 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, personal growth and optimizing wellness. An initial intake assessment will be conducted in the first several meetings, after which Maryann 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 25 or 50 minutes long. For adults, once weekly 50-minute meetings are typical.

**Qualifications and Theoretical Orientation**

Maryann West Piirto is a Licensed Professional Counselor (LPC). She holds a Master’s degree in Mental Health Counseling from the Liberty University. Maryann holds a BA from Southeastern Louisiana University. She worked as a Campus Minister for over twenty years, where she had the opportunity to support and encourage students through their transition into college life. Some of the campuses she worked at include Cornell University, the University of New York at Buffalo, and William & Mary. She completed her internship and residency at the Virginia Center for Neurofeedback. She is board certified in Neurofeedback through the Biofeedback Certification International Alliance. She has special training in functional medicine for mental health and uses the zyto scan technology to optimize health. She is trained in EMDR, and has advanced training in trauma and IFS (Internal Family Systems). She also completed Narrative Focus Trauma Care Level 1 through the Allender Center in Seattle, Washington.

**Service, Fees & CPT Codes**

CPT Code 90791 - Diagnostic Evaluation (Intake)	\$150.00
CPT Code 90876 - 60 minute Neurofeedback Session	\$100.00
CPT Code 90837- 53 minute Psychotherapy Session	\$135.00
CPT Code 90901 - 30 minute LENS or Traditional Neurofeedback Session	\$75.00
CPT Code 95816 - Quantitative EEG Assessment, Analysis and Report	\$1500.00
Includes protocols, neurologist report & database comparison	
CPT Code 95816-Quantitative EEG Assessments with protocols (in house)	\$850
CPT Code 90876 - Quantitative EEG Results Review Session	\$135.00
No CPT Code -- Home Trainer Kit Rental	\$550.00
No CPT Code - 15 minute Home Trainer Consultation	\$50.00
No CPT Code Zyto Scan	\$125.00

**Cancellations**

Clients need to notify Maryann of appointment cancellations at least forty-eight hours in advance. If a session is missed or canceled without forty-eight 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 to reduce the chance of transmission. You may be contagious, especially when coughing or sneezing frequently. According to the National Institutes of Health, colds are most contagious two to four days after original exposure, when nasal secretions contain large amounts of the virus. Maryann will waive the 48-hour notice requirement for cancellations caused by illness, but please contact her as soon as possible ahead of your scheduled session.

## In Case of a Mental Health Emergency

In case of an emergency between sessions, clients should call **Region Ten Community Services at 434-972-1800** or go to the nearest emergency room.

If you have non-emergency questions between meetings, please feel free to contact the office during regular office hours at (434) 207-2958 or email Maryann at [maryann@virginianeurofeedback.com](mailto:maryann@virginianeurofeedback.com); Maryann will try to respond within 24-48 hours.

## Benefits and Potential Risks of Psychotherapy

Therapy comes with potential risks including emotional or dignitary harms from evaluating or recalling thoughts, feelings, or events. Sometimes, it is scary or tough to change beliefs or behaviors, and these changes can manifest good or bad changes elsewhere in your life or in your relationships. With that said, psychotherapy can produce many personal or relational benefits: stronger relationships, solutions to enduring problems, and significant reductions in feelings of distress. People can display a wide array of responses to therapy; Maryann Piirto and the Virginia Center for Neurofeedback offer no guarantee about what you will personally 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. No specific licenses, certifications or permits are required to regulate the use of neurofeedback. However, Maryann has nevertheless completed optional trainings and certifications to responsibly and competently use this tool. But there are no guarantees that you will receive all or any of the benefits, nor that you will be without side-effects. **The degree to which treatment will be successful is not predictable.** Many clinical studies have been published on some uses of neurofeedback whereas other applications have few or no such studies. Additional information about neurofeedback is available upon request from Maryann 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/>). The purpose of QEEG is to record brain function and other information that may be helpful in treatment planning for neurofeedback and overall health support. Your QEEG report may suggest that neurofeedback may not be as effective at reducing symptoms until after additional medical testing, psychiatric consultation, or interventions are completed.

## 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.

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 Maryann 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 not be maintained 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 involve 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 (18VAC115-20-130), 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 Maryann, but if she is unable to access them due to illness or death, her colleague, Jessica Eure, 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 Maryann who will respond to the concerns and arrange a final session, if needed.

### **Non-Binding Mediation**

All parties agree to negotiate in good faith for the resolution of any claim or dispute arising under or relating to this Informed Consent to Treatment or the underlying psychotherapist relationship. If such negotiations do not yield an amicable resolution, then any party may, at any time thereafter, submit the claim or dispute to a

mediation service approved by all parties for non-binding mediation in Charlottesville, Virginia. The parties will provide to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service, in selecting a neutral mediator, and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation and agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties. If the result of mediation is unsatisfactory to one or both parties, any claim or dispute will be subject to arbitration as required below.

### **Governing Law; Binding Arbitration**

All matters arising out of this Informed Consent to Treatment or the underlying psychotherapist relationship shall be governed by the law of the commonwealth of Virginia, without regard to any conflict of law principles.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Charlottesville, Virginia or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.

### **Payment Policies**

Maryann accepts cash, check, debit cards, and credit cards. Payment is due at the time of services in full unless you have arranged with Maryann to pay via monthly statement that is due upon invoice receipt and past due immediately following the date thereof. If the monthly statement balance is not paid within 30 days of becoming due, Maryann will not schedule nor honor appointments with the client until the overdue balance is paid. It is the client's responsibility to review their invoices promptly and raise questions or concerns to Maryann by emailing [maryann@virginianeurofeedback.com](mailto:maryann@virginianeurofeedback.com) or by calling the office at (434) 207-2958.

If a 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.

Maryann is not a preferred provider with any insurance companies. She does not file insurance paperwork for clients, nor does she accept any insurance that does not permit the client to self-file or that requires updated reports or filings from Maryann. Maryann is in the process of using Headway to assist her in accepting some insurances. In that case, the client will work directly with Headway to confirm their benefits.

Neurofeedback is considered experimental by most insurance companies at this time, and most insurance companies do not presently reimburse for neurofeedback. If a client chooses to self-file with their insurance company for partial or full reimbursement for Maryann's services, communicating with their insurance company remains the exclusive responsibility of the client. Maryann will provide requested information and statements to assist the client with insurance claims, but has no obligation to assist further.

The following are CPT codes that may be appropriate for a client depending on the services they will be receiving: 90901 (any modality of biofeedback), 90837 (can only be used if receiving psychotherapy), or 90876 (can only be used if receiving 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. If any aforementioned CPT code is acceptable, the insurance company may require the insured to have 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 Maryann Piirto for all fees incurred from sessions with Maryann. 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.

### Court Process and Subpoena

I give Maryann Piirto permission to provide counseling services. In providing this informed permission, I understand that it would impede the counseling process if the therapist and/or the clinical records are requested or required by subpoena to be presented to the Court or the attorneys. Therefore, I agree that I will not request or require the therapist to testify in Court matters regarding me and/or my family, nor will I request or require (by subpoena) that the therapist's records be presented to the Court or the attorneys involved with my family. I also agree that I will never allow for an attorney to request that a judge or any other court official subpoena records or any person connected to Maryann Piirto. If I refuse to sign this contract, I understand that the therapist has a right to refuse treatment to me and/or my family, given that he or she cannot provide quality services under these conditions. I understand that this agreement may only be negated by the therapist, if he or she feels it would be in the best interest of me or my family to testify in Court or present clinical records to the Court.

I understand that if by some means, I find a way around the above portion of this contract and have Maryann Piirto subpoenaed for any reason to any court procedure, I agree to immediately pay to Maryann Piirto a fee of \$1,500. In addition to this, I agree to pay Maryann Piirto in the amount of \$125 per hour, over and above, this \$1,500 fee for any and all fees related to this endeavor, including but not limited to record review, travel time, travel expenses, and time spent in court. In addition to the above fees, for any date that Maryann Piirto receives a subpoena, I agree to pay Maryann Piirto the amount of \$1,000 (\$125 x 8 hours). If the court hearing is cancelled or rescheduled, I clearly understand that I will pay this amount anyway. If another court date is scheduled and a subpoena is again sent, I clearly understand that I will immediately pay another \$1,000. I agree to pay the amounts listed above regardless of whether the subpoena is generated by me, an attorney, or a judge.



## **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 Maryann to obtain your medical records and cannot reach her (please allow 72 hours for a response), please contact her colleague, Jessica Eure, LPC for assistance.

Below is the contact information for Jessica:

Jessica M. Eure, LPC, BCN  
420 Third St. NE  
Charlottesville, VA 22902  
Office Phone: (434)260-8141  
info@neurofeedback.com