

# Informed Consent and Release Waiver

## INTRODUCTION

This document contains important information about my professional services and business policies. Once you sign, it will acknowledge your understanding of the type of service you can expect from me, and what is expected of you. It is my most ethical way of making sure you are aware of how I practice and its implications beyond symptom relief. It is important that we discuss any questions or concerns that you may have.

## QUALIFICATIONS

I am double Board Certified in Biofeedback (from the *Biofeedback Certification Institute of America* and from the *Natural Therapies Certification Board*). In the field of Biofeedback training, Board Certification is the proof of competency. My Masters level education in Psychology gives me further insight into human behavior and an appreciation for the intricacies of the mind-body interaction. I have further specialized my training, supervision, and work experience in psychophysiological stress and pain management and in the application of this in the area also known as health psychology or behavioral medicine. This advanced training has earned me sub-specialty certificates as a HeartMath Interventionist, Pain Management Specialist, and Stress Management Specialist.

It is important to note that I do not offer counseling or medical services and I work only on a referral basis from licensed physicians, specialists, or psychologists because it is beyond the scope of my practice to diagnose. Medical diagnoses and directives come from your medical professionals. I advocate for a "team approach" from multiple disciplines where ever chronic pain is concerned. To that end, with your permission I will collaborate and communicate with your referring doctor or specialist (such as Neurologists or Clinical Psychologists) to get the best possible outcome for you.

I am an active member and former board officer of the North Carolina Biofeedback Society (NCBS), and an active member of both the Association of Applied Psychophysiology and Biofeedback (AAPB) and the Biofeedback Association of North America (BANA). To insure that I remain current in my knowledge base and practice, I participate in two professional listservs, an international listserv of neurofeedback practitioners, and a national listserv for pain management practitioners. These listservs not only help me to stay current and knowledgeable, but they also give me the opportunity to seek solutions in particularly unusual or complex cases. I also pursue annual continuing education workshops, webinars, annual association meetings, and seminars pertinent to my services. I would be delighted to review any of my credentials with you upon your request.

## BIOFEEDBACK TRAINING

**HRV Biofeedback** is a training method used to address stress-related or nervous system related symptoms such as migraine headaches, tension headaches, insomnia, hypertension, gastrointestinal difficulties, tinnitus, anxiety, muscle spasms, as well as chronic pain and ADD/ADHD to name a few. It is not a substitute for the benefits of medication and psychotherapy and you are free to explore such options in tandem with biofeedback training. In many cases, the goal of biofeedback therapy is to reduce the need for medication and to alleviate symptoms. I will stay in touch with your referring physician, specialist, or mental health provider to coordinate your care, especially if your goals included reduction in prescription medicines. I strongly advise that any changes to prescriptions already in use should be consulted first with your prescribing physician before altering dosages or discontinuing use yourself despite partial or complete symptom alleviation as a result of the biofeedback.

Biofeedback is regarded as non-invasive, safe, and any adverse effects are usually transient and easily remedied if they occur. No injuries have been reported in the literature while research on the effective uses of biofeedback abound. The FDA finding is that biofeedback training effectively facilitates relaxation. It is not a medical service and is not the same as psychotherapy.

The best way to conceptualize this service is as an educational or coaching service by a highly trained practitioner familiar with the mind-body-emotional mechanisms relating to stress and pain. That said, committing oneself to personal change and self-regulation can be an intensive, interpersonally focused process. Individualized responses are to be expected. You are responsible to keep me informed of any reactions you may be having that are unusual to you, including symptom intensification. This is more typical during the initial phases of treatment, if it occurs at all. Nothing we do together should create discomfort, and it would be important for you to report anything of that order to me. In the event

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of any reported discomfort, I will make every effort to be supportive and provide oversight and direction as to proper action (which can include but not limited to suspending biofeedback treatment, recommending psychotherapy, and/or recommending a referral). You can expect timely feedback in this regard. In addition to symptom relief, benefits of biofeedback training usually include improved self-awareness and increasing awareness of psychological, physiological, and lifestyle contributors to your presenting symptoms.

The ultimate success of HRV biofeedback training is in large part your responsibility and the degree of commitment you make to practice and maintenance of the new skill. As in any new learning situation, you can expect repetition and approximately 6-12 sessions to be necessary for there to be fruitful change. The treatment requires strict adherence to between session practices because the benefits of treatment diminish without regular practice. However, once learning has taken place, new behaviors should be easier to maintain with less effort.

**Neurofeedback**, also called EEG Biofeedback or brain wave training is more training-session-dependent, meaning that there is no requirement for the between session "practice" that there would be with HRV biofeedback. Rather, the brain training goes on in the session only, so adherence to regularly scheduled training becomes essential to long term success. And, you can expect it to take at least 20 sessions to sustain results.

My first and most important consideration is safety in the Biofeedback room. Since the equipment is sensitive to temperature and other environmental influences, the room is carefully arranged and monitored to ensure that readings are accurate and are measuring what they should be measuring. In addition, the manufacturer of the equipment has built in safety monitoring devices that promote safety.

### EVALUATION

Our initial training session begins with a detailed review of your history. This is the time to voice your concerns and personal goals for biofeedback training. If feasible, I usually begin Biofeedback training during the first session, which may involve training in proper breathing and an introduction to the instruments. After our first meeting, I will offer you some initial impressions of the work we will do and an individualized training plan. You should evaluate this information along with your own assessment about whether you feel comfortable working with me. If you do not wish to continue after the first session or at any point thereafter, I will be more than happy to arrange a referral to another practitioner who can better meet your needs. Should early termination be a necessity, I strongly recommend having a closing session. If I need to terminate services with you, I will make every effort to arrange for the continuation of your care.

### PROFESSIONAL FEES

I work solely on a self-pay basis, and payment at the time of the session is expected. I do discount my customary rate (by 10% for check/cash, 7% if by credit card) if you purchase a group of 10 sessions at one time in advance; Multi-session purchase is completely optional and offered as a cost savings to you. As a policy, sessions cannot continue if there is a balance due, but will resume as soon as the balance is brought current.

Since I do not seek reimbursement through third-party payors, I keep my fees at the low end of the fee range for biofeedback services, often very near what an insurance co-pay rate would be. If you would like to independently pursue available means for reimbursement, I can provide you with paid bills and summary notes of our visit that you may package with a letter of medical necessity from your doctor.

Finally, I regard your time as very important and work very hard to make sure that I am available during workable hours for you. A courtesy call to let me know if you are running late is very much appreciated. And, I have the expectation that you regard our scheduled time seriously and that should unforeseen circumstances arise preventing your attendance on a particular prearranged date, notice of cancellation is required. **My 24-hour toll free appointment line at 888-317-5605 has a keyed selection specifically for cancellations. Therefore, if no notice is given, full payment will be expected for the missed session.** After two missed appointments in a row, it is my policy to initiate a conversation regarding the status of your treatment and your desire to continue.

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## CONTACTING ME

Because I am usually with a trainee when in my office, my phone is answered by an automated answering service. The toll free number is 888-317-5605. I receive an automatic alert of new messages, so rest assured that I will get your call. I will make every effort to return your call within the same day with the exception of weekends and holidays. If you are difficult to reach for a return call, please leave specific instructions of when and where you can be reached.

## CONFLICT RESOLUTION

You agree to bring any dispute or complaint directly to my attention without delay. Carolinas Biofeedback Clinic, LLC, (CBFC) agrees to make every effort to resolve any dispute or complaint swiftly. Should you raise a concern over the services I have provided, and we are unable to resolve the issue directly, by signing this document you agree to seek mediation rather than legal recourse. You will submit any irresolvable dispute between us to a binding arbitration under the rules of the American Arbitration Association, and I, on behalf of CBFC, agree to do the same. We both waive our rights to seek remediation via the legal court system. The result of arbitration is final and binding upon both parties.

## CONFIDENTIALITY & PROFESSIONAL RECORDS

Both by law and the standards of my profession require that I keep appropriate records. You are entitled to receive a copy of the records, or if you wish, I can prepare an appropriate summary. Because these are professional records, they can be misinterpreted/misunderstood. If you wish to see your records, I recommend that you review them in my presence so that we can discuss what they contain. You will be charged an appropriate fee for the preparation time needed to comply with your request.

In general, the confidentiality of all communication between a trainee and a practitioner is protected by law, and I can only release information about our work to others with your written permission. I find it in the trainee's best interest to discuss some cases with other consultants/supervisors who are also credentialed or licensed experts. In these consultations, I avoid revealing your identity. The consultants are also legally bound to keep the information confidential as discussed above. Unless you object, I will not tell you about these consultations unless I feel it is important to our work together.

However, there are some exceptions. I am mandated by law, to file a report if I simply suspect that a child, an elderly person, or disabled person is being abused. I am also mandated to inform authorities if I believe that a client is threatening serious bodily harm to another. I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a trainee threatens self-harm, I may be required to seek hospitalization for the trainee, and to contact family members and/or others who can help provide protection.

## ACKNOWLEDGEMENT AND RELEASE

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Trainee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TRAINEE AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorized Melanie Berry to speak to my health care providers and specialists about my case.

Trainee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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