



Craig Toonder, MFT

Body-Mind Psychotherapy & Consultation in Personal Development

OFFICE POLICIES AND CONSENT FOR TREATMENT

Payments: The fee of \$_____ per ___ minute session is due at the beginning of each session, unless other arrangements have been made. I request that payments be made at the *beginning* of each session. Telephone sessions (longer than 10 minutes), site visits, report writing and reading, consultation with other professionals, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments. I generally review my fees at the beginning of each year. I will provide a minimum of one month's notice of any changes in my fees. If a check cannot be deposited due to insufficient funds, you will be responsible for the original amount plus a \$5.00 bank fee.

Cancellation: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification.

Confidentiality: All information shared within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. **Disclosure is required by law under the following circumstances:**

- There is reasonable suspicion of child, elder (65 and older), or dependent adult abuse or neglect. Including involvement with child pornography.
- The client presents a serious danger to self, to others, to property, or is gravely disabled, or when client's family members communicate to me that the client presents a danger to others.
- There is a court order legally requiring information obtained in the course of therapy to be revealed.
- An authorized federal official is conducting a national security investigation or providing protective services to the president or other important official. By law I may not reveal when I have disclosed such information to the government.
- The FBI is investigating you for terrorism.

Somatic Psychotherapy & The Ethics Of Touch: Somatic or body-oriented psychotherapy recognizes the inherent unity of our human nature with our biological organization. Through the integration of our body sensations and movements with our cognitive and emotional processes, somatic psychotherapy promotes wholeness, increased interpersonal functioning, and the resolution of psychotherapeutic concerns. Somatic interventions include the study of and interaction between our physical sensations, postures, gestures, thoughts, feelings, and language; self-management through modification of our movements and postures; and the use of touch.

Informed Consent & the Use of Touch: The use of touch is not appropriate or desirable for all clients. Furthermore, each person has his/her individual comfort level with different types of touch. You have the right to refuse, modify, or stop any touch at any time, for any reason. I will continuously monitor verbal and non-verbal communication regarding consent for touch to ensure your comfort with interventions and the genuineness of your consent. Furthermore, somatic psychotherapy does not include engaging in activities that could reasonably be interpreted as sexual in nature. Please notify me if you have any questions, concerns, or if you decide to avoid or limit, in any way, the use of touch in your therapy.

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Consultation: In order to enhance and monitor the quality of services provided, I participate in consultation with other professionals. Information regarding sessions may be shared: however, client's identity or information which may lead to the identification of person's in or outside of treatment will not be revealed.

OTHER POLICIES, LEGAL ISSUES, & ETHICAL CONCERNS

Telephone Procedures: If you need to contact me between sessions, please leave a message at (510) 499-7137 and your call will be returned as soon as possible. I check my messages a few times a day, unless I am out of town. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away, call the Alameda County Suicide Crises Hotline (800) 309-2131 and/or the national suicide hot line (800) SUICIDE 784-2433; or the Police: 911. Please do not use e-mail for emergencies. I do not always check my e-mail daily.

Emergencies: If there is an emergency during our work together, or in the future after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can, within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose I may also contact the person whose name you have provided on the biographical sheet.

E - Mails, Cell Phones, and Computers: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. E-mails in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, my e-mails are not encrypted. Please notify me if you decide to avoid or limit, in any way, the use of any or all communication devices, such as e-mail or cell phone. Please do not use e-mail for emergencies.

Records and Your Right to Review Them: Both the law and the standards of my profession require that I keep appropriate treatment records. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Mediation & Arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Craig Toonder and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Alameda County, CA in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration the arbitrator will determine that sum.

Legal Proceedings & Confidentiality: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain my psychotherapy records and/or testimony.

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Couples or Family Therapy & Confidentiality: In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless s/he is authorized to do so by all adult family members who were part of the treatment.

Termination: As set forth above, after the first couple of meetings I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case I will give you a number of referrals, who you can contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the therapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and if I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

The Process of Therapy & Scope of Practice: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your active involvement, honesty and openness in order to change your thoughts, feelings and/or behavior. I will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations. This can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes, another family member views a decision that is positive for one family member quite negatively. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. I provide neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within my scope of practice.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, (total 3 pages) I understand them and agree to comply with them:

Client name (print)	Date	Signature
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Client name (print)	Date	Signature
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CRAIG TOONDER, MFT Psychotherapist	Date	Signature
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