

Terms and Conditions

Prior to starting Ecounselling, you will have to sign off a consent that you have been informed about what is involved by having read these terms and conditions. By choosing to participate in E-counselling, and signing off that you have read these terms and conditions, your consent is assumed. You can stop the process at any time because you pay for one session at a time. It is also assumed that you are acting honestly and representing yourself accurately. Participating in e-mail coaching sessions over the internet with Dena is as if you are participating in a coaching session with Dena in her office in Kelowna in the jurisdiction of British Columbia, Canada. All usage of this site, its products, services and information, is entirely at your own risk. Solution Oriented Creative Counselling is not responsible for and will not be liable to you or anyone else for any action taken in reliance upon information provided on this website or through any counselling session. Information accessed through this website, is provided "as is" and without any warranties, expressed or implied. Under no circumstances, including, without limitation, liability arising out of contract, negligence, strict liability, tort, patent, or copyright infringement, shall Solution Oriented Creative Counselling be liable for any direct, indirect, accidental, consequential, special, exemplary, punitive or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of or relating in any way to this service or the products provided by this company. You agree that your exclusive and sole remedy is to stop using Solution Oriented Creative Counselling and its services.

In the event that you are in a jurisdiction that does not allow the exclusion of implied warranties or that does not allow the limitation or exclusion of liability, the total liability of Solution Oriented Creative Counselling, if any, will be limited to the amount paid by you to Solution Oriented Creative Counselling. Solution Oriented Creative Counselling will not be liable under any theory of indemnity.

Choice of law and venue: These terms and conditions set forth herein shall be construed under and governed by the laws of the province of British Columbia, in the country of Canada. Any dispute arising from these terms and conditions or a breach of these terms and conditions will be governed by the laws in the province of British Columbia in the country of Canada. You agree to personal jurisdiction by the courts sitting in British Columbia, Canada. If you have any questions about this provision, you should consult with your attorney.

Age:

In order to receive coaching services through this site, you need to be 18 years of age. In some situations, youth will be permitted to join e-mails along with e-mails from a parent, if it is part of family coaching via e-mail and initiated by an adult family member who is taking responsibility for the process. Our services are meant for adults only. By using this service you verify that you are at least eighteen years old, or of the legal age of consent for your state, province or country.

Confidentiality

Confidentiality is central and crucial to the work of the Counselling Service. Personal information about my clients is kept confidential. This means I do not disclose verbal or written information about you to others unless I have your permission to do so. In rare cases, disclosure may occur without your consent if there is good reason to believe that you or others are at imminent risk and you are incapable or unwilling to take responsibility for your actions. Any decision to break confidentiality will normally be discussed with you first. Exceptions to the rule of confidentiality occur when:

- the counsellor has the client's consent to disclose personal information
- the counsellor believes that the client or a third party is in danger of serious harm
- the counsellor would be liable to civil or criminal court procedure if the information were not disclosed.

Privacy

Your e-mail and my responses are the only records kept in my computer files about your situation and are confidential. As in any face to face office therapy situation, the same procedures would apply in regards to releasing this information. Information needs to be released to the appropriate authorities if there are threats to your safety or the safety of others such as a child protection issue, or suicidal or homicidal thoughts. These issues of safety for you or others would override the issues of confidentiality.

By law any citizen, including helping professionals, have a duty to report situations of child protection or threats of harm to yourself or others. Local child welfare authorities would have to be notified in cases where a child is in need or protection or where there is a likelihood of needing protection. In situations of self-harm or risk of harm toward others, the local police departments would need to be notified. It is important to remember that there limits to privacy with any e-mail sent through the internet. E-mails on the internet can be subject to errors occurring within computer systems, human error and networks resulting in e-mails going astray accidentally. Privacy in transit over the internet cannot be guaranteed. A work computer is clearly not strictly confidential. It would not be advisable to send e-mails from a computer that is designated for work. Even on a home computer, other family or friends might have access to your files. You need to take your own precautions on your personal computer to ensure confidentiality of your private e-mail as this may be the most likely danger of breeches of privacy. You need to evaluate your own privacy situation with your computer records and may want to print files and delete them off your computer.

Responsibility

You are responsible for your own actions. Any decisions or actions taken that you feel are a result of the e-mail coaching, remains solely your responsibility. If there are links or advertisements from other site, they are not endorsed by this site. You must evaluate site links by their own merit.

Mental Health Issues:

This site is not suitable for you if you suffer from a serious mental health disorder such as schizophrenia, manic-depression, PTSD or dissociation. These disorders require local face to face mental health assessment and treatment. E-Counselling does not provide assessment, diagnosis or treatment of psychiatric conditions. E-Counselling is not intensive psychotherapy and is not intended to substitute for mental health therapy. E-Counselling will not address any issues related to medication. Medication needs to be managed by your family doctor or psychiatrist. This site is not able to respond to crises such as child protection, trauma, domestic violence or sexual assault. This site is unable to respond to your needs if you feel suicidal or homicidal. E-Counselling would be insufficient for all these types of crises. In situations where trauma has occurred, a full mental health assessment or intensive therapy is needed. At times of a mental health crisis, you need face to face crisis intervention with a local mental health professional. If you feel distress to the point of harming yourself or others, you need to tell someone right away. Contact your local crisis line, family doctor or hospital emergency department immediately.

Insurance:

E-Counselling does not bill Extended Health Plans, Medicare, Medicaid or any other insurance providers. You can discuss potential coverage with your health care insurance provider. If your insurer covers counselling with a social worker, then they may agree to cover E-Counselling sessions with a social worker. Online counselling may be covered as it is growing more widely accepted as a therapeutic intervention, especially as cost, efficiency and access to services are being taken into consideration in provision of health care services. Some health insurance or extended health benefits reimburse counselling fees paid to Registered Social Workers. Some Employee Assistance Programs (EAP or EFAP) have covered costs of counselling with a Registered Social Worker if there has been

prior approval. This will differ depending upon your place of residence. Be sure to check with your health benefit provider and your employer.

E-mail Consultation Session Fees:

The following fees for E-Counseling sessions are in Canadian funds and credit card is the only means of payment. Credit cards are accepted through Paypal who offers secure credit card transactions:

First time initial inquiry with minimum one page response: \$30

Regular E-Counseling consultation session with minimum two page response: \$50

Sessions can be one time consultations or ongoing, depending upon your needs. You pay as you go, so you only agree to pay for one session at a time. These fees are based on the time it takes me to read your e-mail and to formulate my response. You can choose from an initial inquiry, a brief consultation or coaching session with a minimum one page response, or a longer coaching session with a minimum two page response. Responses will be typed in single spaced text. These fees are about half the fees of a face to face coaching session.

Solution Oriented Creative Counseling, Kelowna, BC